Charter School Renewal Contract
between
Adams 12 Five Star Schools
and
Prospect Ridge Academy

July 1, 2024 - June 30, 2029

Attachments

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CHARTER SCHOOL RENEWAL CONTRACT

1.0 Introduction and Recitals.

THIS CHARTER SCHOOL RENEWAL CONTRACT, made as of this 5th day of June, 2024 and effective July 1, 2024 ("Contract"), is between **Adams 12 Five Star Schools** (the "District" or "Authorizer") and Prospect Ridge Academy, a charter public school organized as a Colorado non-profit corporation (the "School" or "PRA"). District and School are referred to collectively, the "parties" and individually, as a "party".

WHEREAS, the Colorado General Assembly has enacted the Charter Schools Act, C.R.S. § 22-30.5-101, and following, as amended from time to time (the "Charter Schools Act"), for certain purposes as enumerated in C.R.S. § 22-30.5-102(2) and (3).

WHEREAS, pursuant to the Charter Schools Act, in 2010, the District Board of Education ("District Board") adopted a Resolution approving the School's charter school application (the "Application") and granting the School a charter; and

WHEREAS, the District Board has successively renewed the School's charter, with the most recent renewal expiring on June 30, 2024; and

WHEREAS, the School submitted its renewal application to the District by the December 1, 2023 deadline; and

WHEREAS, on February 7, 2024, the District Board adopted a Resolution approving the renewal of the School's charter and granting the School a renewal term of five years from July 1, 2024 to June 30, 2029 pursuant to this Contract; and

THEREFORE, in consideration of the foregoing Recitals and the mutual understandings, releases, covenants and payments contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

2.0 Continuation of School.

2.1 Term.

This Contract is effective as of July 1, 2024 and shall continue through June 30, 2029. Although this Contract is for operation of the School for a period of five (5) years, any financial commitment on the part of the District contained in this Contract is subject to annual appropriation by the District and the parties agree that the District has no obligation to fund the financial obligations under this Contract other than for the current fiscal year of the Contract term; and that the District has not irrevocably pledged and held for payment sufficient cash reserves for funding the School or for providing services herein for any subsequent fiscal year during the remaining term of the Contract. The School may apply for renewal of this Contract in accordance

with procedures set forth in state law and District policy/regulation.

The parties further agree that any financial obligations on the part of the School contained in this Contract is subject to annual appropriation by the School and the parties agree that the School has no financial obligations under this Contract other than for the current fiscal year of the Contract term; and that the School has not irrevocably pledged and held for payment sufficient cash reserves for paying its obligations under this Contract for any subsequent fiscal year during the remaining term of the Contract. This Contract may be renewed for an additional period upon application for renewal in accordance with the state law and District Board approval of the renewal application.

2.2 Charter School Legal Status.

The School is incorporated as a Colorado non-profit corporation. The School shall at all times during the Term continue to operate as a Colorado non-profit corporation and shall assure that its operation is in accordance with all applicable federal, state and local laws unless otherwise waived, as well as its Articles of Incorporation and Bylaws.

The School is organized and maintained as a separate legal entity from the District for all purposes of this Contract. As provided by the Charter Schools Act, the School shall constitute a public school in Colorado. Notwithstanding its existence as a separate legal entity, the educational programs conducted by the School are considered to be operated by the School as part of the District. As such, the School is subject to Colorado laws and District policies that apply to all public schools unless waived in accordance with Section 5.5 of this Contract. Further, the School is a public entity within the meaning of C.R.S. § 24-10-106, and is therefore entitled to the protections of the Colorado Governmental Immunity Act C.R.S. § 24-10-106 ("CGIA"), and is a local public body within the meaning of C.R.S. § 24-6-402(1)(a), and therefore subject to the Colorado Sunshine Act and the Colorado Open Records Act (both defined in Section 4.3 below).

3.0 District-School Relationship.

3.1 District Rights and Responsibilities.

A. Authority and Right to Review. The School shall operate under the auspices of, and shall be accountable to, the District and subject to, unless specifically waived or delegated pursuant to this Contract, all applicable federal and state laws and regulations, and District policies and regulations. All records established and maintained in accordance with the provisions of this Contract, District policies and regulations, and federal and state law and regulations shall, subject however, to the limitations set forth in the below, be open to inspection and review and made available in

a timely manner to District officials who have legitimate educational interests in such records within the meaning of the Family Educational Rights and Privacy Act 20 U.S.C. § 1232g, *et* seq. ("FERPA"). Records include, but are not limited to, the following:

i. School records including but not limited to student cumulative files, policies, special education and related services;
ii. Financial records;
iii. Educational program, including test administration procedures and student protocols;
iv. Background checks, personnel and teacher licensing records of school employees to same extent such records could be shared by the Colorado Department of Education ("CDE") and the District under, and subject to the same conditions as are stated in, C.R.S. §22-2-111(3)(a), §22-2-119, and §22-32-109.8;
v. School's operations, including health, safety and occupancy requirements; and
vi. Inspection of the School facility(ies).

Notwithstanding anything to the contrary herein, the District shall not have access to: (1) documents constituting communication with the School's attorney concerning a matter with which the District may have a conflict of interest, or which are protected by attorney client privilege, or attorney work product doctrine; or (2) documents that would otherwise be executive session minutes, or attorney client consultation in executive session or subject to work product exception relating to negotiations with the District.

Further, the District may make announced or unannounced visits to the School to fulfill its oversight responsibilities. Except in emergencies, and when directed by the District's Superintendent of Schools, visits should be pre-arranged in a professional manner to avoid needless disruption of the educational process.

B. Complaints. The District agrees to notify the School regarding any complaints about the School that the District receives. The notification shall be made within (5) business days (as defined below) of its receipt by the District and shall include information about the substance of complaint taking into consideration any complainant's request for anonymity.

C. School Health or Safety Issues. The School shall utilize and follow the District's current school crisis plan, the District's emergency response policy, and the District's threat assessment management system. The District shall immediately notify the School of any circumstances requiring School closure, lockdown, emergency drills or any other action that may affect School health or safety. The School shall purchase and maintain a radio that is compatible with the District's emergency radio

system and shall notify the District as soon as reasonably possible when a significant incident occurs at the School materially threatening either the health or safety of one or more persons at the School facility, to ensure communication and coordination between the School, the District, and health and safety personnel. The School shall be responsible for its own fire and lockdown drills in accordance with applicable state law and District policy. The School shall operate a detailed visitor management system designed to provide safety to students and staff.

Further, the School shall contract with local law enforcement to provide appropriate, regular School Resource Officer ("SRO") support, as reasonably determined by the School in consultation with the District's Director of Safety and Security. The School shall ensure that SRO support is provided in alignment with the United States Department of Education's, *"Guiding Principles Resource Guide for Improving School Climate and Discipline."* In the event the School is unable to secure an agreement for SRO services, it shall immediately provide notice to the District, and the parties shall work collaboratively to assure an appropriate substitute arrangement for school security and safety purposes.

D. Access to Data and Information. The District will timely provide, but no later than ten (10) business days, the School with access to any data and information pertaining to the School that it receives from the State or other sources including but not limited to test scores, School Performance Framework, Elementary and Secondary Education Act, P.L. 107-110 ("ESEA") school improvement status, Adequate Yearly Progress (as defined in the ESEA, accreditation, special education, and funding information.

E. Accreditation Data and Process. No later than five (5) business days following the receipt of the information, the District shall provide to the School the data used by the CDE to conduct its analysis of the School's performance and CDE's initial recommendation considering the type of performance plan the School should be required to implement. The District shall give due consideration to any appeal made by the School to the plan assignment, provided that the School has submitted valid and reliable data for consideration in accordance with a reasonable deadline established by the District. The District shall represent any appeal it reasonably determines to be valid to CDE in accordance with CCR 301-1-10.0. No later than five (5) business days following the receipt of the information, the District shall provide to the School the final plan assignment determination that the School shall implement and the final accreditation status assigned to the School and the District's assessment of the progress made by the School toward the goals and objectives set forth in Section 7.1 of this Contract.

Further, in addition to, and notwithstanding any inconsistent or conflicting provisions of this Contract, the School shall:

i. Not spend additional local revenues authorized pursuant to C.R.S. §22-54-107.5, §22-54-108, and §22-54-108.5 or proceeds from bonded indebtedness incurred pursuant to C.R.S. §22-42-101, *et seq.* that are allocated for a school authorized by one authorizer to support a school authorized by a different authorizer.

ii. Submit to the District an annual audit including notes and required supplementary information of all schools and facilities of the School operating within the District.

iii. At the conclusion of the audit, submit to the District an electronic data file (trial balance) in compliance with the state chart of accounts generated from the annual audit, which uses modified accrual basis of accounting for governmental funds and accrual basis of accounting for proprietary funds.

F. Access to Student Records. The School shall timely make available to the District information pursuant to Section G below, and upon request, cumulative files and/or student information regarding special education and related services for students of the School to insure compliance by the School with District policies and applicable laws (unless waived), to facilitate data reporting, to comply with audits, or for any other lawful and necessary purpose in accordance with FERPA. The District shall timely make available to the School information pursuant to Section G below, and upon request cumulative files and/or student information, including but not limited to information regarding special education and related services for students of the School. The School shall use such information exclusively for fulfillment of its educational responsibilities or for compliance with the law and shall not use student information acquired from the District for any other purpose.

G. Data Systems. The School agrees to and shall use the District's designated student information systems. The School will maintain complete, timely and accurate data in the District's designated student information systems as necessary for the District's compliance with state and federal law, including without limitation any provisions for timely and accurate data reporting. Although subject to change, the District's information systems will generally include student information systems as well as systems for the tracking of students with disabilities, gifted or advanced students, Multilingual Learners, students with READ Act plans and students with behavior plans. The direct costs for the School's use of the District's designated student information systems are described more specifically in Attachment 10.

3.2 School Rights and Responsibilities.

A. Records. The School agrees to comply with all federal, state, and District record keeping requirements including those pertaining to students, governance, and finance. The School shall be given reasonable notice of the adoption of new or materially modified District policies concerning the maintenance, retention, and disclosure of student records. The obligations herein include maintaining up-to-date information about enrolled students in the District's student information system. In addition, the School shall ensure that records for students enrolling in other schools are transferred in a timely manner following request for the same. Financial records shall be posted in accordance with the Financial Transparency Act and reconciled and updated as required therein. All records shall be maintained at the School and shall be open to inspection, consistent with law, during reasonable business hours. The School further agrees to assist the District in accessing or reviewing any records as part of its oversight responsibility or to address its compliance requirements, subject to Section 3.1.A. above.

B. Notification Provided to the District.

i. Timely Notice. The School shall timely but in no event later than five (5) business days notify the District (and other appropriate authorities) in the following situations:

a. The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted serious violations of law; or

b. Any formal demand letter or other explicit threat to sue or file a complaint.

ii. Immediate Notice. The School shall immediately notify the District of any of the following:

a. Conditions that may cause it to vary from the terms of this Contract, applicable District requirements or policies, or applicable federal and/or state law;

b. Any circumstance requiring the closure of the School, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather-related event, other extraordinary emergency, or destruction of or damage to the School facility;

c. The arrest, dismissal, or resignation of any members of the Charter Board (defined in Section 4.1 below) or School employees for a crime punishable as a felony or any crime related to the misappropriation of funds or theft. Additionally, the School shall follow all reporting as required in C.R.S. § 22-30.5-110.7(5)(a) & (b) and other relevant laws;

d. Misappropriation of funds;

e. A default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more;

f. Any change in its corporate status with the Colorado Secretary of State's Office that is not cured within 60 days following notice of the same; or

g. Any circumstances requiring lockdown, emergency procedures or any other action that may affect health or safety of School students or personnel.

C. Compliance. The School shall comply with all applicable federal and state laws, local ordinances, and District policies applicable to charter schools, except to the extent that the School has obtained waivers from state law and District policies in accordance with Section 5.5. A list of some but not all of the federal and state laws with which the School must comply are listed in Attachment 3. Lack of inclusion in Attachment 3 does not excuse noncompliance or non-performance by the School.

D. Nonreligious, Nonsectarian Status. The School agrees that it shall operate in all respects as a nonsectarian, nonreligious, non-home-based public school. The School shall not be affiliated with any nonpublic sectarian school or religious organization, consistent with applicable law.

E. Commitment to Nondiscrimination. The School is responsible for conducting its operations in a manner consistent with Title IX and other applicable nondiscrimination laws. The School shall comply with all applicable federal, state and local laws, rules and regulations prohibiting discrimination on the basis of race, color, creed, national origin, sex, sexual orientation, marital status, religion, ancestry, disability, the need for special education services, or any other protected category.

F. Reports. The School shall timely provide to the District any reports necessary and reasonably required for the District to meet its oversight and reporting obligations. Required reports include but are not limited to those listed below along with projected due dates for the current school year. Timely notification shall be provided when due dates are changed, or additional reports are to be provided. The District will annually update the list of required reports and due dates and provide this information to the School. Failure to provide reports within ten (10) days after the date due is a material violation of this Contract, and the District may take actions outlined in this Contract or as otherwise permitted by law.

i. Unique School Objectives. The School shall annually provide the District with a report no later than August 31 identifying the progress that the School has made on each of its unique objectives included in Section 7.1 and Attachment 1 during the prior school year.

ii. Required financial reports described below, in addition to posting

required financial transparency on-line in accordance with C.R.S. §22-44-301, *et seq.* (including budget summary and CDE-18 format).

a. Proposed Budget - May 31.
b. Projected enrollment - December 1.
c. Charter Board approved budget - June 30.
d. Monthly financial reports - within 15 days of the close of the month.
e. Annual audit - September 26.
f. Electronic data file (trial balance) - September 26.

iii. School calendar – April 1 before the next school year.

iv. Health and safety information including report of previous year's fire and emergency drills and updated emergency plans, emergency contact information - August 15.

v. Governance information:

a. Charter Board membership (i.e., names/ contact info, term length and expiration) - August 1.
b. Signed Board Member certification form regarding conflict of interest disclosures (substantially in the form of Attachment 4) - August 1.
c. Current Bylaws - within thirty (30) days after any material changes (See Section 4.1).
d. Current Articles of Incorporation - within thirty (30) days after any material changes.

vi. Insurance certification for policies required in Section 5.4 below - July 1.

vii. Proof of licensure, certification and/or qualifications for all applicable employees - prior to or immediately upon hire.

viii. CDE Data Pipeline reports - ongoing and regularly, and under no circumstances later than 5 business days before any such report is due to CDE from the District.

a. Snapshots
b. Year-Round Collections
c. Periodic Collections

ix. Financial reporting (due with annual audit).

x. A copy of the School's current recruitment and enrollment plan required per Section 6.2, and evidence of reasonable progress towards the required student demographic goals, including student diversity and the percentage of enrolled students eligible for free or reduced lunch programs- July 1.

xi. Per C.R.S. §22-32-109.1, the School shall comply with the Colorado Safe Schools Act and complete the required information annually by August 31. The School shall submit the information to the individual or office designated in advance by the District regarding safety and security. The District shall be responsible for communicating the information to proper authorities.

The parties acknowledge that this list is not exhaustive of the reporting obligations of the School, and that the District is creating a master list and schedule of reporting and delivery items for charter schools, and that at some point in the future such list shall replace the items set forth above, and it will be updated annually.

G. Indemnification. To the extent permitted by law, the School and District each agrees to indemnify and hold each other and their respective employees, directors, officers, and agents harmless from all liability, claims and demands of third parties arising on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are proximately caused by the negligent, grossly negligent or intentional acts of the indemnitor or its respective employees, directors, officers, or agents. The foregoing provision shall not be deemed a relinquishment or waiver of any applicable bar or limitation on liability provided by the CGIA, TABOR, or other applicable law.

H. Procedures for Articles of Incorporation and Bylaws Amendments. The School shall follow any requirements of the Colorado Revised Nonprofit Corporation Act, C.R.S. §§ 7-121- 101 *et seq.* (the "Nonprofit Act"), in amending its articles of incorporation and bylaws and shall provide the District with notice of any material changes (as defined in Section 4.1 below) within 10 business days following adoption of the same. The bylaws or policies of the School shall include a requirement that each Board member annually sign a conflict of interest disclosure, which shall at a minimum meet the requirements set forth in Attachment 4.

I. District-School Dispute Resolution Procedures. All disputes arising out of the implementation of this Contract, and not subject to immediate appeal to the Colorado Board of Education (the "State Board"), shall be subject to the dispute resolution process set forth in this Section, unless specifically otherwise provided.

i. The School and the District agree that the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which may be directly affected by such dispute.

ii. Either party shall notify the other party that a dispute exists between them within thirty (30) days from the date the dispute arises. Such notification shall be in writing and shall identify the Article and Section of this Contract or the law or agreement that is in dispute and the grounds for the position that such matter is in dispute. The matter shall be immediately submitted to the President of the School and the Superintendent of the District

and President of the District Board, or their respective designees, for further consideration and discussions to attempt to resolve the dispute.

iii. In the event these representatives are unable to resolve the dispute informally pursuant to this procedure within thirty (30) days after the date of notification by one to the other of the existence of such dispute, then either party may elect to submit the matter to binding arbitration to the extent not inconsistent with the requirements of state law, subject to either party's right of appeal to the State Board. The parties expressly agree that the arbitrator(s) shall be required to render a written opinion concerning the matters in controversy, together with their findings, and that such opinion shall be binding on the parties, except as provided below.

iv. If either party submits a notice of arbitration, it shall at the same time designate in writing a proposed arbitrator. If the other party does not agree with the designation, then it shall designate an alternate arbitrator within five (5) business days. If the other party does not agree with the alternate designation, it shall give notice within five (5) business days, and the two proposed arbitrators shall meet within ten (10} business days and agree upon a third person to act as arbitrator. Each party shall pay one half of the reasonable fees and expenses of the neutral arbitrator. All other fees and expenses of each party, including without limitation, the fees and expenses of its counsel, witnesses and others acting for it, or arbitrators not jointly appointed, shall be paid by the party incurring such costs.

v. The arbitrators shall have no authority to add to, delete from, or otherwise modify any provision of this Contract or to issue a finding having such effect.

vi. Either party may appeal an arbitrator's decision to the State Board within thirty (30) days of the written release of the opinion.

J. School Violations of Law or this Contract. If the School is subject to nonrenewal or revocation for any of the reasons listed in C.R.S. § 22-30.5-110(3), or any of the other reasons listed in this Contract, is in violation of state or federal law or regulations, or otherwise materially breaches the Contract, the District may, but is not required to, impose other remedies prior to initiating revocation procedures in accordance with Section 12.3. Remedies include, but are not limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously.

i. Withholding up to 10 Percent of the Funds Due to the School. This remedy may be applied in situations where the School could reasonably take actions to remedy the breach prior to the withholding of funds. These situations include but are not limited to failure to submit reports listed in Section 3.2.F. by the

established deadlines, submitting reports in an incorrect format or with errors that cause the reports to be ineligible for submission or rejected, failure to submit other required information or records by the date requested, or failure to submit a budget to the District that meets the requirements of Section 8.3. Any action taken pursuant to this subsection is subject to review as provided in C.R.S. § 22-30.5 -112(9).

ii. Submitting a Plan to the District to Remedy the Deficiency. The District may require the submission by the School of a plan to remedy the deficiency. The School shall develop the plan and submit it to the District for review and comment. The District may require the School to review and revise the plan if it reasonably determines that the plan is not or will not be effective in remedying the deficiency. This remedy may be applied if the School fails to make progress toward achieving its goals and objectives as described in this Contract or District accreditation requirements after a reasonable period of time, to implement its educational program as described in this Contract, or fails to complete two or more required reports by the established deadlines.

iii. Seeking Technical Assistance. The District may require the School to seek technical assistance from the CDE or another organization if the School is required to prepare and implement a priority improvement plan or turnaround plan.

iv. Exercise of Emergency Powers. The District may request that the Commissioner issue a temporary or preliminary order in accordance with C.R.S. §§ 22-30.5-701, *et seq.,* if the conditions of an emergency exist, as defined therein.

K. Procedural Guidelines for School Violations of Law or this Contract. Prior to applying a remedy other than seeking an order under the Emergency Powers set forth in C.R.S. §§ 22- 30.5-701, *et seq.,* the District shall, to the extent practicable, engage in a due process procedure below.

i. The District shall give the School written notice of breach or deficiency. The notice shall state the breach or deficiency, the basis for the finding, the reasonable time by which the District expects the deficiency to be remedied, and the expected remedy, unless specifically designated as being in the School's discretion in an approved remedy plan for approval.

ii. The District shall give the School a reasonable opportunity to contest the District's determination that a breach or deficiency has occurred. In a non-emergency situation, this means the President of the School and the Charter Board Chair, if not the same, or designee shall be given an opportunity to meet with the Superintendent of the District and the President of the District Board or their designees to discuss the notice within five (5)

business days.

iii. If the breach or deficiency is not cured within the time specified in the notice, the District may apply remedies described in Section 3.2(J)(i) through (iv).

L. District Violations of Law or this Contract. If the School believes that the District has violated any provision of this Contract or law, the School may initiate dispute resolution procedures in accordance with Section 3.2 (I), or seek other remedies provided by law.

M. Emergency Powers. If the District seeks a preliminary order under the Emergency Powers set forth C.R.S. §§ 22-30.5-701, *et seq.,* it shall follow the procedures set forth therein.

4.0 School Governance.

4.1 Governance.

The School's articles of incorporation and bylaws shall not conflict with the School's obligation to operate in a manner consistent with this Contract. The School's governing board ("Charter Board") policies shall provide for governance of the operation of the School in a manner consistent with this Contract. The Charter Board shall operate in accordance with these documents. Any material modification of the articles of incorporation or the bylaws or changes in the method of selection of the Charter Board shall be made in accordance with the procedures described in Section 3.2.H. of this Contract. As used herein, a "material modification" shall mean a modification that deletes or materially reduces any existing voting rights of parents or other constituents, that significantly increases the number or percentage of votes required to take major actions, or that changes the selection method of the Charter Board or changes the purpose of the entity.

4.2 Corporate Purpose.

The purpose of the School as set forth in its articles of incorporation shall be limited to the operation of a charter school pursuant to the Charter Schools Act, and purposes ancillary thereto and in support thereof.

4.3 Transparency.

The District and the School acknowledge and agree that the School is subject to the Colorado Sunshine Act (C.R.S. §§ 24-6-401, *et seq.)* and the Colorado Open Records Act (C.R.S. §§ 24-72-100.1, *et seq.)* and any subsequent amendments thereto.

The School shall make Charter Board-adopted policies, meeting agendas and minutes and related documents readily available for public inspection, including

the online publication of Charter Board meeting minutes, agendas, and meeting notices, and will provide information for obtaining copies of digitally recorded meetings.

Public notice of all regular and special meetings shall be given and posted in accordance with applicable law. The District reserves the right to require submission to it, or perform an audit of Board materials, including but not limited to, notices, agendas, and meeting minutes.

Additionally, to promote transparency, the School shall ensure that the following information, at a minimum, is easily accessible on the School's website:

A. Charter Board membership and contact information for the Charter Board and Officers of the School;
B. A prominently highlighted widget for machine translation of all website content into other languages;
C. Content access for individuals with disabilities;
D. Charter Board annual meeting calendar; and
E. Prominently on the School's homepage the name, email address, and phone number for the School's designated Title IX/Nondiscrimination Coordinator, and a link to the Title IX and Nondiscrimination policies.
F. The School's Student Code of Conduct and the Charter Board Policies.

4.4 Complaints.

The School shall establish a process for resolving public complaints, including complaints regarding curriculum, harassment, retaliation, or discrimination, which shall include an opportunity for complainants to be heard, and if applicable, a neutral third-party investigation to the extent required by law. Any such third-party investigation, if not conducted by a responsible government agency, shall be conducted by such person or entity with qualification in the area being investigated, as reasonably determined by School, subject to approval by the District, which approval shall not be unreasonably withheld or conditioned. The final administrative appeal shall be heard by the Charter Board, not the District Board. The Charter Board shall issue a written decision on any such administrative appeal that involves, relates to, or arises out of any alleged violation of law or any District policy not waived, and copy the District's Superintendent or designee on any such written decision.

4.5 Contracting for Core Educational Services.

The School shall not have authority to enter into a Contract or subcontract for the management or administration of its core instructional program or services, including special education and related services, unless such plan and agreement for the same is specifically approved in writing by the District, which approval shall not be unreasonably withheld, conditioned, or delayed. This shall not

prevent the School from engaging independent contractors to teach selected, specific courses, to the extent otherwise permitted by law.

5.0 Operation of School and Waivers.

5.1 Operational Powers.

The School shall be fiscally responsible for its own operations, and shall have authority independently to exercise the following powers (together with such powers as provided for elsewhere in this Contract, the Charter Schools Act, and the Nonprofit Act): contracting for goods and services; preparation of budgets; selection, supervision, evaluation, and determination of compensation for personnel; promotion and termination of personnel; purchasing, leasing, and sale of facilities for the School; accepting and expending gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with applicable law and this Contract; and adoption of policies and Bylaws consistent with the terms of this Contract.

5.2 Transportation.

The School shall be solely responsible for providing transportation services, if any, to students attending the School. This includes any transportation provided as a related service to students with disabilities in accordance with their Individualized Education Programs (IEPs) for which transportation is identified as part of the IEP, except as the same may be recovered from another school district.

5.3 Food Services.

The School shall be responsible for providing food services, if any, to students attending the School, in accordance with C.R.S. § 22-32-120. If the School provides food service to its students, it shall implement a program to provide free and reduced price meals to qualifying students (through utilization of the CDE Family Economic Data Survey if appropriate) that attend the School.

5.4 Insurance.

The School shall purchase insurance protecting the School, the Charter Board, and employees, and District where appropriate, consisting of comprehensive general liability insurance, errors and omissions liability insurance (school entity liability insurance) and auto liability insurance. The School shall also purchase statutory workers' compensation insurance coverage. Minimum coverages for the current school year are listed below:

Comprehensive general liability - $2,000,000 per occurrence; $5,000,000 aggregate.
Officers, directors and employees' errors and omissions - $2,000,000.
Property insurance - As required by landlord.

Motor vehicle liability (if appropriate) - $1,000,000.
Bonding (if appropriate).
Minimum amounts: $25,000.
Maximum amounts: $100,000.
Workers' compensation - (as required by state law).
Bus Transportation liability (if applicable, and as required by state law).

The District shall provide timely notice if coverage limits are changed but no less than 90 business days, and any such changes shall be commercially reasonable. Insurance terms and conditions must be reasonably acceptable to the District and underwritten by insurers that are legally authorized in the State of Colorado and that are rated by A.M. Best Company not lower than "A- VII." Non-rated insurers must be approved by the District. Use by the School of the Colorado School Districts Self Insurance Pool will not require preapproval by the District. The School shall provide certificates of insurance to the District's Director of Risk Management by July 1, annually. All of the School's insurance policies purchased by the School shall, to the extent obtainable in the commercial marketplace, provide that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after forty-five (45) days prior written notice by certified mail, return receipt requested, has been given to the District's Director of Risk Management. The School shall notify the District's Director of Risk Management within ten (10) days if for any reason there is a lapse in insurance coverage or that the School cannot obtain the required coverages. The School is solely responsible for any deductibles payable under the policies purchased by the School.

Both parties shall secure policies that are primary and noncontributory to insurance obtained by the other party and/or any obligation of indemnification under this Contract.

5.5 Waivers.

A. General. In general, waivers are neither necessary nor appropriate when a statute, rule or policy by its express terms does not apply to a charter School, nor when a District power or duty has been fully delegated, as more specifically stated in this Contract, to the School. The School is expected to only seek waivers if a statute, rule or policy arguably applies to the School and is inconsistent with the School's operational or educational needs.

B. State Laws and Regulations.
   i. Automatic Waivers. Pursuant to C.R.S. § 22-30.5-103, Automatic Waivers are those automatically granted upon the establishment of a charter contract. Pursuant to C.R.S. § 22-30.5-104(6), the State Board will adopt, by rule, a list of automatic waivers for which the School is not required to submit a replacement plan, or statement, to CDE, to specify the manner in which the School

intends to comply with the intent of the state statute or State Board rule.

ii. Procedures for additional non-automatic waiver requests. The District Board agrees to jointly request waiver of the state laws and regulations, in addition to those automatically granted, that are listed in Attachment 7. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the parties shall meet to negotiate the effect of such State Board action.

iii. Subsequent Waiver Requests. The School may request additional non-automatic waivers after the original request. Upon receipt of such request, the District shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the District Board at its next regular meeting. The District Board shall, unless otherwise agreed by the parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a regular meeting. The District agrees to jointly request such a waiver from the State Board if the District Board first approves the request. The District Board approval of requests to waive state law or regulations shall not be unreasonably withheld. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the parties shall meet to negotiate the effect of such State Board action.

C. District Policies.

i. Waivers. The School shall be granted certain waivers from District policies set forth in Attachment 8 to the extent permitted by state law.

ii. Subsequent Waiver Requests. The School may request additional waivers after the original request. Upon receipt of such request, the District shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the District Board at its next regular meeting. The District Board shall, unless otherwise agreed by the parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a regular meeting. Waivers of District policies may be granted only to the extent permitted by state law. Waiver of District policies shall not be unreasonably withheld.

iii. For District policies that are not waived and are applicable to the School, decisions or processes required by District policy shall be handled by the School's equivalent administrator. For example, if the District policy requires a decision by the Superintendent, such decision shall be made by the School's Lead Administrator.

iv. In the event the District develops new District policies or revises

existing District policies that are applicable to the School, the District shall provide the School within 30 business days of the Superintendent's approval of such new or amended policy, and the School shall follow the new or revised District policy unless the School obtains a waiver of the new or revised District policy in accordance with this section.

5.6 Evaluations and Trainings.

A. Lead Administrator Evaluation. The Charter Board shall conduct a performance evaluation of the Lead Administrator(s) at least annually, in accordance with C.R.S. §22-9-106, unless waived, in which case a replacement plan and rationale shall be submitted and approved in accordance with Section 5.5 of this Contract. As used herein, a "Lead Administrator is intended to mean any administrator that reports directly to the Charter Board.

B. Staff Evaluations. The Lead Administrator or designee shall conduct performance evaluations of the School's employees at least annually in accordance with C.R.S. §22-9-106, unless waived, in which case a replacement plan and rationale shall be submitted and approved in accordance with Section 5.5 of this Contract.

C. Training. The Charter Board shall adopt a policy for its annual online charter school governing board training recommended by the CDE, or other comparable board training programs, reasonably approved by the District Director of Charter Partnerships in advance. The Charter Board will provide evidence of completed training no later than June 1 of each calendar year. Failure to complete this requirement will be noted in the annual performance report compiled by the District, and the District may opt to treat such failure as a material breach of this Contract.

6.0 School Enrollment and Demographics.

6.1 School Grade Levels.

The School may serve students in grades Kindergarten through grade 12.

6.2 Student Demographics.

As required by the Charter Schools Act, School enrollment decisions shall be made by the School in a nondiscriminatory manner. The School shall have and implement a recruitment and enrollment plan that ensures that it is open to any child who resides within the District, and has a diverse student population which includes, but is not limited to, making reasonable efforts to enroll a percentage of students who are eligible for free or reduced lunch, and/or who are Multilingual Learners or students with disabilities consistent with District averages, taking into

account the demographics of other public schools within a reasonable proximity to the School. The School shall make reasonable progress toward this goal. The parties acknowledge that the School's good faith effort to enroll and retain said representative populations, may not, in and of itself, ensure achievement of this goal, and that as a public school, the School cannot turn away students that meet its enrollment procedures as described in Attachment 9. In support of the same, the District shall, upon the School's request, provide available information to the School on student and residential populations that may assist the School's effort to enroll diverse populations. The School shall document all evidence of said effort in its required recruitment and enrollment plan. Lack of daily transportation is acknowledged by both parties as a barrier to full achievement of this goal. The current contract does not provide a mechanism or adequate funding for such services.

6.3 Maximum Enrollment.

The School and the District agree that during the term of this Contract, the School's total funded enrollment shall be no more than 1650 total K-12 student FTE's - (650 elementary students, 400 middle school students and 600 high school students), unless the School facilities are expanded to allow for more capacity. This limitation on the number of enrolled students is acknowledged by the School and the District as necessary to ensure that the School's enrollment does not exceed the current capacity of the School's facilities. The minimum enrollment is 750 K-12 student FTE's, which is determined to be the lowest enrollment necessary for financial viability. These numbers may be revised consistent with the plan approved pursuant to Section 6.1.

6.4 Eligibility for Enrollment.

The School shall limit enrollment of students accepted through the process outlined below, including enrollment procedures for students with disabilities, to those who meet the School's age and grade requirements, are not otherwise ineligible to enroll based on criteria in Article 33 of Title 22 or who meet the criteria in C.R.S. § 22-33-106(3)(f) in another District school. All enrollment decisions shall be made in accordance with applicable state and federal law and policy.

6.5 Enrollment preferences, Selection Method, Timeline, and Procedures.

Enrollment preferences, selection method, timeline, and procedures are described in Attachment 9.

6.6 Process and Procedures for the Admission and Enrollment of Students with Disabilities with an IEP or a Section 504 Plan.

To ensure that the needs of students with disabilities are met, the following

procedures must be followed:

A. A two-step process shall be implemented when considering whether a student with a disability is able to enroll in the School. The two-step process includes an admissions phase of the process and an enrollment phase of the process. The School shall first conduct its admissions process, including any lottery or similar process, without inquiry into the disability status of its students. Following the application deadline and upon completing the lottery, if appropriate, and application process, the School shall inquire during its enrollment process whether the student has an IEP or 504 Plan and require that the student/District provide the most recent IEP or Section 504 Plan, if any. Notwithstanding the foregoing, under no circumstances shall the School require prior to completion of any lottery or admission process disclosure of a student's IEP or Section 504 Plan.

B. When a student has an IEP or Section 504 Plan, prior to the decision to enroll the student, a screening team consisting of the School Principal or designee, the School special education coordinator, and the District's Director of Charter Partnerships or designee shall review the IEP or Section 504 Plan, and, if deemed appropriate, confer with staff at the student's previous school, and shall make a documented determination whether the services and space and accommodations that can reasonably be made available at the School are sufficient to deliver a Free Appropriate Public Education ("FAPE") and any programming required by the IEP or the accommodations required by the Section 504 Plan. If the screening team cannot reach consensus that the student can be enrolled, an IEP team or Section 504 team shall be convened to make the documented final determination.

C. When a student has an IEP that indicates the student's placement is in a center-based program, a screening team including the District's Director of Charter Partnerships or designee will determine if the type of center- based program indicated by the services and placement on the student's IEP is available in the School and the staffing and resources are available in the building to provide the student with a FAPE as determined on the IEP. If the type of center-based program and/or staffing and resources are not available, the School's special education coordinator or designee shall convene an IEP Team meeting. No communication related to enrollment that takes place prior to such IEP meeting shall to any degree constitute consent to placement of a student at the School or otherwise limit the ability of the IEP Team to make a proper initial placement decision. The student's enrollment is contingent upon a documented determination by the IEP Team that the student can receive a FAPE in the least restrictive environment ("LRE") at the School in its existing programs. If the IEP Team determines that FAPE is not available, the student's enrollment will be denied and the student's current placement will remain as determined by the prior IEP Team unless changed

at the School IEP Team meeting. The School shall invite representatives of the student's prior school to participate in the IEP Team meeting at the School.

D. Enrollment of students with an IEP or Section 504 Plan shall be in compliance with District requirements and procedures concerning the education of students with disabilities. Every student who is enrolled having an IEP or Section 504 Plan from the student's previous school shall be placed directly in a program that meets the requirements of the existing IEP or Section 504 Plan, unless and until a review staffing by the IEP team or Plan review meeting is held and the IEP or Section 504 Plan is changed.

E. If, after enrolling a District student, the IEP team with District representation determines that the School is unable to provide FAPE, the student may return to the District and the School shall be responsible for the actual costs incurred by the District in providing the student with FAPE for the remainder of the school year, less any state and federal funding actually received by the District for such student that would have otherwise gone to the School for the provision of services to the student. In the event a student changes placement from one school year to the next, there will be no chargeback.

F. The School acknowledges and agrees that decisions related to any determination that the School cannot accommodate a student on either an IEP or Section 504 Plan must meet the relatively high standard that demonstrates that such accommodation would represent a "fundamental alteration" of the School's program, and that financial cost alone, or the fact that the student requires an accommodation or modification the School does not currently offer, is rarely if ever an acceptable basis for not providing such accommodation or modification.

6.7 Participation in Other District Programs.

No student may be jointly enrolled in the School and another District school or program except as stated herein, otherwise allowed by and in accordance with District policy, or through a separate written agreement between the School and the District. Payment by the School to the District, if any, pursuant to any such agreement shall be deemed payment for a purchased service under the Charter Schools Act.

6.8 Non-Resident Admissions and Enrollment.

Subject to its admission and enrollment procedures and priorities, the School shall be open to any child who resides within the District and to any child who resides outside the District, subject to compliance with applicable Colorado public schools of choice statutes, District policy (unless otherwise waived) and this Contract. Once accepted for enrollment, a non-District resident student may re-

enroll for subsequent school years until completing the student's schooling at the School.

6.9 Student Movement After Enrollment.

After enrollment in the School, any movement of students between the School and any District school, including the school serving the student's resident address that is not operated pursuant to a charter school contract, shall be in accordance with the District transfer process, including any applicable provisions of District policy. Requests for transfer to a District school shall not be unreasonably denied.

6.10 Expulsion and Denial of Admission.

The School shall implement student disciplinary policies and procedures, including policies and procedures for the suspension, expulsion, and denial of admission of students and the discipline and placement of students with disabilities, in accordance with state and federal laws and regulations, District policies unless otherwise waived, and the School's Student Discipline Policy approved by the District. Upon the District's receipt of a complaint regarding compliance with applicable laws or policies not otherwise waived with respect to student discipline, the District reserves the right to audit and/or request submission of the School's discipline policies and procedures. The authority to hold expulsion hearings and appeals, wherein a student may be expelled from the School, shall remain with the School. The Charter Board's annual training shall include specific training pertaining to due process hearing requirements and Colorado law pertaining to student discipline, including discipline of students with disabilities.

In the event the School proposes to expel a student, it shall notify the District administrator responsible for student discipline within 5 school days of the decision to propose expulsion. The School shall offer the student in writing an opportunity for a due process hearing before an independent qualified hearing officer retained at the School's sole cost, including the opportunity to present appropriate testimony and evidence at the hearing and an opportunity to appeal the School's decision to the Charter Board, all consistent with C.R.S. §22-33-105. The Charter Board shall issue a written decision on any such appeal, copied to the District administrator responsible for student discipline. If a student is expelled from the School, the student will be considered to be expelled from the District as well.

Any special education and related services required by law to be provided to suspended or expelled students shall be the responsibility of the School. Any general education services or alternative education services required by law to be provided to suspended or expelled students shall be the sole responsibility of the School; however the District will provide information to the School upon request

regarding the education services available within the District. The School shall timely notify the student in writing of all legally required post-expulsion services and related information pursuant to C.R.S. § 22-33-203.

The School shall code all student removals from the classroom, including in-school and out-of-school suspensions, and expulsions, in accordance with the District's practices for its student information system.

Notwithstanding any School policy or procedure to the contrary, all denials of admission, or issuance of out-of-school suspension for periods in excess of five (5) school days, involving any student or applicant for admission, shall be in writing and copied to the District's Director of Charter Partnerships or designee.

6.11 Continuing Enrollment.

Students who enroll in the School shall remain enrolled in the School through the highest grade served by the School, absent expulsion, graduation, voluntary withdrawal, court order, or IEP placement into a different school, and the School shall be considered the student's home. Students wishing to transfer from the School to another school in the District may do so only as allowed by the District's within-District choice and transfer procedures. Notwithstanding the foregoing, enrollment in the School is subject to the enrollment policy and preferences set forth in Attachment 9.

6.12 Student Code of Conduct and Annual Notices.

The School shall make available to parents and students no later than the first day of each school year a student code of conduct that includes all notices and policies required by law to be shared with parents and students, including without limitation, non-discrimination notices consistent with the requirements of 34 C.F.R. Sections 100.6(d), 106.8, 104.8, 110.25, and 108.9, and 28 C.F.R. Section 35.106, which include (1) a statement by the School of non-discrimination that specifies the basis for non-discrimination; and (2) identification by name or title, address, telephone number and email address of the School employee or employees responsible for coordinating the School's Title IX and Non-Discrimination compliance efforts. All such notices shall be distributed and published in both English and Spanish, and otherwise communicated to parents in their preferred language as mandated by federal law. Notice of the contact information for the School's Title IX/Non-Discrimination coordinator(s) shall also be prominently displayed on the School's website.

7.0 Educational Program.

7.1 School Mission, Vision, Unique Goals and Objectives.

The School shall meet or make reasonable progress toward the goals and

objectives initially described in Attachment 1 and thereafter set forth in the School's Unified Improvement Plan ("UIP") or other mandated state framework.

A. District Accreditation. The School shall be accredited in accordance with written District guidelines and state law, and as otherwise provided pursuant to this Contract. The School acknowledges that these indicators may change over time and that the District agrees to provide the School with opportunity for input into any proposed changes before they are finalized.

B. District Finance, Governance, and Operations Standards. The School shall meet or exceed District standards, if any, for charter schools in the areas of finance, governance and operations. The School acknowledges that these indicators may change over time and that the District agrees to provide the School with opportunity for input into any proposed changes before they are finalized.

C. Opportunity for Comment. The School will be given an opportunity for input and comment before the District finalizes its assessment of the School's achievement on the objectives listed above, which shall be done annually and provided to the School in an annual report pursuant to C.R.S. 22-32-ll0(l)(b).

7.2 Educational Program Characteristics.

The School shall implement and maintain the characteristics of its educational program, as described in Attachment 2, subject to modification with the District's written approval, which shall not be unreasonably withheld, conditioned, or delayed.

7.3 GED and Online Programs.

A. Online & GED Programs. The School's educational program as contained in the application and reviewed by the District does not include an online program pursuant to C.R.S. § 22-33-104.6, or a GED and the School is accordingly prohibited from offering such online or GED programs.

B. Additional Programs. The School shall not offer programs that are a material change or deviation from its mission and vision and educational philosophy without first providing notice and review by District personnel, as to consistency therewith, not to be unreasonably withheld. The School shall provide the District with 60 days' prior written notice of any new programs it elects to offer that do not require prior review.

7.4 Curriculum, Instructional Program, and Pupil Performance Standards.

The School shall have the authority and responsibility for designing and implementing its educational program, subject to the conditions of this Contract. The educational program, pupil performance standards and curriculum designed and implemented by the School shall meet or exceed any academic standards adopted by the District, shall be designed to enable each pupil to achieve such standards, and shall be consistent with the School's vision and mission.

7.5 Graduation Requirements.

The School's graduation requirements have been approved by the District and are included in Attachment 5. These graduation requirements align with state graduation guidelines and shall continue to align with state graduation guidelines, and will not be lower than the District's graduation requirements. The School shall give the District at least 45 days written notice of any proposed changes to the School's graduation requirements, before implementing.

7.6 Multilingual Learners.

A. Compliance. The School shall comply with the Equal Educational Opportunities Act,20 U.S. Code § 1701 *et seq.* and provide all necessary and appropriate financial and other resources and support required to follow District policy, any future agreement or plan between the District and any state or federal oversight authorities concerning Multilingual Learners ("MLs"), and all applicable state and federal laws and regulations concerning the identification of and delivery of appropriate educational services to students who are MLs, and parents who are limited English proficient, in order to enable students to acquire sufficient English language proficiency to participate in mainstream English language instructional programs.

B. Home Language Survey and Assessment. As part of its enrollment procedures, the School shall conduct a home language survey for purposes of determining whether English language acquisition support services are necessary. Consistent with District procedures, the School shall submit the results of surveys to the District's Culturally and Linguistically Diverse Education Department. For those students identified as requiring further assessment under state and federal law via the state English language proficiency assessment, the School shall be responsible for timely administering such assessments and reporting results to the District. The School shall be responsible to report to the District annually as referenced below on the progress of all identified ML students regarding achievement on annual measurable achievement objectives as assessed during the annual testing window established by CDE. The District will provide School staff

access to all District-sponsored trainings regarding assessment and provision of English Language Development ("ELD") services. Notwithstanding any other provision of this Contract, the School shall annually submit a narrative report and supporting data documenting compliance with all requirements of the federal Equal Educational Opportunities Act, and Title VI of the Civil Rights Act of 1964. That report shall be annually delivered to the District no later than July 1, and comprehensively track all sections and related requirements referenced in Part II of the "Dear Colleague" letter dated January 7, 2015, by the United States Department of Justice and United States Department of Education Office for Civil Rights.

C. Monitoring. In furtherance of this section, the School agrees to comply with applicable law regarding the delivery of ML instruction, training and qualifications of administrators and teachers, translation and interpreter services for Limited English proficient parents, provision of meaningful access for MLs to all curricular and extracurricular programs, provision of FAPE and mandatory ML services to dual identified MLs who have an IEP or Section 504 Plan, and monitoring of current and exited MLs and opt-outs. The School further agrees to allow the District to conduct on-site monitoring to ensure the School is in compliance with applicable legal requirements. Any non-compliance observed by the District will be reported to the School in writing. The School agrees to and shall remedy such non-compliance promptly. In no case may the School take more than 30 calendar days from the date of notice to remedy such non-compliance.

D. Remediation. Should the School fail to adequately remedy any non-compliance, the District may opt to draft a remediation plan designed to cure such non-compliance. The School shall immediately implement any remediation plan the District provides in its entirety. The School further agrees not to deviate from or suspend the remediation plan without first obtaining consent from the District. Consent from the District shall not be unreasonably withheld so long as the School has shown that the remediation plan was effective in curing the non-compliance and the School has mechanisms in place, including without limitation changes to policies, procedures or instructional practices, sufficient to ensure that further non-compliance will not occur.

E. Failure to Comply. The School agrees and understands that any breach of this Section 7.6 and the legal requirements subsumed therein, failure to submit the required annual report that comprehensively addresses all requirements included in Part II of the above- referenced January 7, 2015 "Dear Colleague" letter, or encouraging parents to opt out of receipt of ML programming, or otherwise dissuading parents from exercising their right to require that their student receive such services, will be considered a material breach hereof, and the District may take any steps necessary

under this Contract to cure such breach, including without limitation requiring the School to undertake additional corrective action, or revocation or termination of this Contract.

7.7 Student Attendance.

The School agrees that it shall comply with all state and federal laws and regulations and District policy concerning student attendance, unless otherwise waived. Attendance shall be tracked using the District's data system, in a manner consistent with the District's attendance policy, unless otherwise waived. Attendance of students at the School shall be in compliance with Colorado's compulsory attendance laws, including, without limitation, hour requirements and the distinction made between excused and unexcused absences.

7.8 Gifted and Talented Students.

The School shall cooperate with the District to assist the District in timely identifying gifted and talented students, in accordance with the District's comprehensive program plan submitted to CDE in accordance with the Exceptional Children's Education Act ("ECEA") C.R.S. §§ 22-20-101, *et seq.* ("Plan"). The School shall provide resources and support to gifted and talented students to enable them to meet their particular academic and emotional needs with a focus on literacy, mathematics, leadership, and creativity. The School shall follow state law, the Plan, and the District's requirements for identifying, assessing and serving gifted and talented students.

7.9 Education of Students with Disabilities.

A. Compliance Requirements. The School agrees to comply with all District policies, the District's Special Education Comprehensive Plan, the State Performance Plan Indicators and the requirements of federal and state law concerning the education of students with disabilities. The School will provide a FAPE, including Section 504 accommodations and special education and related services to eligible students with disabilities enrolled in the School at a level consistent with other schools in the District serving the same grade levels.

A description of the special education services to be provided by the District and their cost is set forth below, including in Paragraph 7.9.H. The District and the School agree that enrollment at the School is a choice and as such students with disabilities are generally not eligible for transportation services. Should transportation be required for a student with disabilities, the responsibility and costs for providing such transportation shall be the sole responsibility of the School, unless determined otherwise in accordance with the Individuals with Disabilities Education Act, 20 U.S.C.§§ 1400, *et seq.* ("IDEA") and other applicable

laws. A District representative shall participate in any meeting in which the provision of transportation for a student with a disability enrolled at the School is being determined.

B. Monitoring. The School shall cooperate with the District in submitting all necessary reports and information and in meeting other administrative requirements of the District under state and federal laws applicable to the education of students with disabilities. The District's Director of Charter Partnerships or designee may monitor the School's compliance and direct such changes as necessary to comply with law or state or District policies concerning the School's referral processes, evaluations, reevaluations, eligibility determinations, placement decisions, and development and implementation of IEPs for students with disabilities.

C. Admission and Enrollment of Students with Disabilities. The School shall follow the procedure described in Section 6.6 when admitting and enrolling students with disabilities.

D. Delivery of Special Education Services. Except to the extent provided otherwise in this Contract, the School shall solely be responsible for the costs of providing all IDEA and ECEA mandated services, including those specialized instructional and related services required pursuant to student IEPs, the services, modifications or accommodations required by a student's Section 504 Plan, the services described in 7.9.G below, and those services that are typically provided by general education teachers through the traditional educational program, including without limitation, the cost of the general education teacher and typical educational supplies and services generally made available to all students.

E. Management of SPED Services in Coordination with District. The School shall direct the development and/or modification of any IEP for students enrolled in the School. The District's Director of Charter Partnerships or designee shall maintain the same administrative responsibilities and authority in the School as in all other District special education programs and services as needed to ensure compliance with federal and state regulations. The School shall use District special education forms, software, and procedures and shall document compliance with the requirements of federal and state law, including procedural due process. The District shall respect the School's curriculum, instructional program, and mission in the development of IEPs for students enrolled in the School.

F. Scope of Special Education Services.
   i. All District schools, including the School, shall offer a continuum of special education services up to and including support services

as may be required to provide a FAPE to students with disabilities. The School will provide special education and related services to students in all disability categories and across a wide spectrum of severity ratings who can receive a FAPE within the School's program, including but not limited to students identified with learning, speech language, emotional, and other needs.

ii. It is recognized that the School, like the District's other schools, may from time to time encounter students already enrolled who cannot receive a FAPE in the School's program. For such students, the School shall notify the District's Director of Charter Partnerships or designee and follow the procedures stated in Section 6.6 to determine an appropriate placement. In the event the School enrolls a student and during the same school year it is thereafter determined that the student requires different or additional special education services than initially anticipated, including out-of-District/day treatment facility placements, the School shall be required to provide or arrange for appropriate services during the term of the student's continued enrollment in the School and to pay any attendant costs therefore except as may be provided by law.

iii. Notwithstanding any provision of this Contract to the contrary, for out-of-District students who enroll at the School pursuant to open enrollment/choice, the School shall remain solely liable for all costs of providing educational services, including applicable transportation services, for the duration of the student's matriculation through either the primary or secondary level, consistent with District policy. Notwithstanding the above, the parties acknowledge the School's right of reimbursement from the student's district of residence in accordance with Colorado law, and the District will provide reasonable cooperation and assistance to the School in seeking such reimbursement. Further, the School shall be required to secure the attendance at all lEP meetings of a representative of the student's home district.

G. Special Education Personnel/Service Requirements.

i. The School shall provide all IDEA and ECEA required educational services at the School. The School's personnel shall be responsible for, without limitation, developing student IEPs; providing IDEA transition services for students ages 18-21, identifying and referring students as provided by the federal Child Find mandate and District guidelines for assessment of special education needs and determination of eligibility for special education services; maintaining records as required by law; providing related services and assistive technology as appropriate; providing tiered pre-referral interventions to the extent required by law or District policy; obtaining informed parental consent for initial evaluations, re-

evaluations, and provision of services; providing parents with Procedural Safeguards Notices and Prior Written Notices; providing Extended School Year services; conducting manifestation determination reviews and functional behavior assessments, and preparing behavior intervention plans, as required by law or District policy; and properly carrying out the applicable requirements of each IEP. Special education and related services provided by the School shall be delivered by teachers, paraprofessionals, and related service providers who are properly licensed, endorsed and trained pursuant to the requirements of the State of Colorado, CDE and the federal Every Student Succeeds Act ("ESSA"). The School's special education teachers shall participate in relevant staff meetings, professional development, and trainings sponsored by the District.

ii. Upon request by the District, the School will provide all requested or appropriate documentation to demonstrate the licensure status of School personnel providing special education or related services and of independent contractors providing special education or related services, and, the training received by said personnel, and the steps taken by the School to comply with the requirements of the IDEA, ECEA, and ESSA. The School shall promptly provide the District with documentation that updates this information during the course of the school year to the extent that it has changes in its personnel, independent contractors, or training for staff.

iii. The School is responsible for hiring or contracting all staff, including sufficient numbers of special education teachers and special education paraprofessionals, and services related to the provision of special education services. The District agrees to provide reasonable assistance when practicable to the School in recruiting qualified special education staff upon request.

iv. In accordance with the District's compliance calendar (or its replacement), the School must report to the District its anticipated budgetary allocation and hiring plan for all special education teachers and related service providers who will be employed for the following year. No later than the first day of the opening of each school, all special education teachers and related service providers must be hired, appropriately qualified, and available to serve the identified needs of the students. The School shall provide for the attendance of any School employees who should be present at any meetings at which IEPs are developed or modified.

v. If the School and the District disagree as to the correct interpretation or application of a statute or regulation concerning the education of students with disabilities, the District's position shall control.

vi. The School shall have access to and utilize the District's special

education / IEP software, at such cost as referenced in Attachment 10.

H. District Administrative Support. District support shall be provided to the School pursuant to the terms of this Contract, by means of purchase of services by School from the District, as referenced in Attachment 10. Special education administrative support services provided by the District for the benefit of the School, include preparation of annual financial and operational plans to CDE required by the District's status as special education administrative unit for the School; attendance by the District's Director of Charter Partnerships or a qualified District designee, as deemed appropriate by such Director, at IEP meetings for the School's students; delivery of up to two training sessions each year to the School's staff concerning special education legal compliance, best practices in the coordinated delivery of required services by District and School staff, and similar matters; attendance at the mandatory state meetings for administrative units; preparation of documentation required by the state and federal governments for receipt of ECEA and IDEA funding; assistance to the School in completing the annual December 1 count of students with disabilities; data entry of special education data into the student data management system; review and monitoring of the School's special education records; access at no cost to District assessment instruments; preparation of all of the special education staff data required by CDE; and routine consultation with the District's designated representative and other appropriate specialists.

I. Excess Costs. Except to the extent the District has expressly assumed liability under this Contract for such costs, the School shall not charge or attempt to charge the District for excess costs, tuition, or any portion whatsoever of the costs incurred by the School in educating any student with disabilities, whether pursuant to C.R.S. § 22-20-109(5), or any other statute, except that the School shall be entitled to receive such per pupil and categorical special education funds as is otherwise provided for in this Contract. To the extent the School seeks to obtain payment of any such costs from any other school district, the School shall be solely responsible for identifying and recovering such costs.

J. Special Education Claims and Reserve Account.

i. Administrative Proceedings. Subject to Section 7.9(J)(iii) below, the School shall be responsible for the administration and defense of all claims, including federal complaints and "due process" requests, made or filed by or on behalf of students enrolled, or who seek to enroll, in the School.

ii. Adjustment of Claims. The parties acknowledge that applicable law may be construed to charge the District with ultimate responsibility to ensure that students enrolled in the School are not discriminated

against on the basis of disability and do receive a FAPE. Accordingly, the District shall at all times have the right to compromise, adjust, or otherwise resolve any complaint, claim, or civil action in which it is alleged that the School has failed to provide any student with a FAPE or has otherwise discriminated against any student on the basis of disability, or to direct the School to do so in a specified manner. The School shall be solely responsible for the cost of legal defense costs, any payment made, or services agreed to be provided to resolve any such complaint or claim, provided that the District shall in good faith consult with the School and consider the School's concerns and the unique characteristics of the School's educational program prior to any agreement requiring the payment of money or the provision of services in settlement of any such complaint or claim.

iii. Indemnity. To the extent permitted by law, the School shall indemnify and hold the District harmless from any claim, damages, or costs (including, without limitation, actual and reasonable attorneys' fees, litigation costs, and the costs of compensatory education) and damages related to any claim, complaint, administrative proceeding, investigation, or civil action arising from or related to the School's identification, enrollment, or placement of, or the provision or failure to provide special education services, accommodations or modifications to any student who enrolls or has sought enrollment in the School. The School shall promptly notify the District whenever it knows or reasonably believes any claim has been or is likely to be asserted, any complaint has been filed with any administrative agency, or any administrative or judicial proceeding has been or is likely to be commenced. Upon receipt of such notice from the School, the District shall have the right to conduct such investigation, retain such counsel, and take such other actions as it may deem reasonably necessary to protect its interests. The District shall be entitled to have one or more representatives attend any meeting or proceeding regarding any such matter and shall be provided sufficient notice to permit such attendance. The School shall cooperate fully with the District with respect to all such actions described in this section.

iv. Special Education Reserve Account.

a. The School shall maintain a separate special education reserve account in the amount of at least $200,000 as a financial reserve to ensure compliance with the foregoing indemnity provision. Such reserve shall not in any way limit the School's obligation to indemnify the District pursuant to any provision of this Contract; in the event the special education reserve account is insufficient to fully pay costs incurred in connection with any claim or

claims, the School shall remain fully responsible for any and all costs incurred in connection with such claim or claims. The funds held in reserve may be used by the School pursuant to the foregoing indemnity and adjustment provisions and may be used to pay costs directly related to the defense or resolution of any claim or complaint asserted or made by or on behalf of any student with disabilities or any student asserting to be a student with disabilities.

b. Only with the District's written agreement, which shall not be unreasonably withheld, conditioned, or delayed, the School may use funds from the reserve to pay for extraordinary costs required to provide a FAPE to a special education student where such extraordinary costs could not reasonably have been anticipated by the School prior to the fiscal year. If money is withdrawn from the reserve fund, the School shall be required to replace all sums withdrawn by the end of the current fiscal year, unless such sum exceeds $75,000, in which case the School shall have two fiscal years to replace such funds.

K. State and Federal Funding.

i. The School shall receive 100 percent of Tier A and Tier B per pupil ECEA funds received by the District for students with disabilities enrolled in the School and counted in the School's prior year December special education pupil count. The School shall also receive 100 percent of IDEA funds received by the District during each school year for students with disabilities enrolled in the School's special education pupil count during the previous school year. The School agrees that no funds will be available for any students with disabilities whose records are not in compliance with state and federal requirements and will ensure that all students with disabilities have a valid IEP with correctly submitted and entered data as required for the December count. The parties agree that the District shall distribute the foregoing amounts for ECEA in two allocations of 90% and 10% as distributed by CDE within 10 days following receipt. For IDEA the District will distribute to the School upon receipt of complete and accurate time and effort reporting and/or other expenditure documentation as required by 2 C.F.R. Part 200 of the Uniform Grant Guidance.

ii. In the event the School enrolls a student with a disability who might qualify for Tier C state funding the District shall submit on the School's behalf, or shall authorize the School to present directly to CDE, a request for Tier C funding for such pupil(s), and the School shall receive 100% of any Tier C funds received for that student(s).

L. Section 504. As a recipient of federal funds, the School is at its sole cost responsible for complying with the provisions of Section 504 of the Rehabilitation Act of 1973 as to students with disabilities who qualify for protections under that law. The School shall comply with its obligations by identifying a Section 504 coordinator for the School who shall participate in any mandatory Section 504 trainings provided by the District, and by developing a written Section 504 plan for any student eligible for such a plan. The District's Director of Charter Partnerships or designee may, subject to the District's Director or designee's availability and District workload, and as a purchased service pursuant to Attachment 10, review the School's referral process, evaluations, reevaluations, programming and provision of services for students eligible for protections under Section 504 and direct such changes as the Director or designee may deem necessary, provided that the failure of the District's Director or designee to direct any change at the School shall not make the District legally or financially responsible for the School's noncompliance.

M. Compliance. Notwithstanding any provision of this Contract to the contrary, on an ongoing basis, the District will assess the performance of the School with regard to education of students with disabilities. If-in the District's sole but reasonable determination-the District finds the School's performance with regard to the same to be deficient pursuant to state and federal law, the District may take remedial steps. Such steps may include, but will not be limited to, increasing the District's level of oversight of the School. Should the District determine that any remedial steps are necessary, the District will oversee implementation of these steps. In the instance where the District takes on responsibility for tasks that would otherwise be carried out by the School due to noncompliance, the District may retain commensurate funds. Such circumstances are expected to be highly unusual. A written agreement specifying the services to be provided and their cost shall be executed, which agreement shall constitute an amendment to this Contract, at the time of any such unusual intervention.

7.10 Collaboration with District

A. The School shall provide reasonable notice to the District before expanding any before, after school, or summer program.

B. The School shall provide reasonable notice to the District before entering into any partnership or intergovernmental agreements with other government entities.

C. The School may take part in cooperative purchasing discounts and/or promotions made available to other District schools by contracting organizations, provided such School participation does not result in

additional cost to the District.

7.11 Extracurricular and Interscholastic Activities.

Subject to the provisions of C.R.S. § 22-32-116.5 and this Contract, a student at the School who meets the prerequisites for participation may try out for extracurricular and interscholastic activities not offered at the School. The School or parents shall be responsible to make appropriate arrangements consistent with state law, CHSAA regulations and District policy, with the District schools of enrolled students seeking to participate in activities not otherwise sponsored by the School. The student may try out at the District school designated by the District in accordance with state law, CHSAA regulations and District policy. The School and the student shall comply with all applicable rules of the District and the school of participation; all eligibility requirements; and all responsibilities and standards of conduct, including related classroom and practice requirements. Where such participation requires payment of a fee, the student or the School shall be responsible for payment of the fee.

The District is not required to provide transportation of the School's students to other schools in the District to enable them to participate in extracurricular and athletic practices, rehearsals, and meetings, or to otherwise expand transportation provided for such activities and events. The School and/or parents of students enrolled in the School shall be solely responsible for transportation for such activities for all students of the School, including students with disabilities, as necessary for such participation. In the event the District provides transportation for an extracurricular group or athletic team to participate in a competition, students of the School shall be provided District transportation from the same departure and return points as provided to the other District student participants in the activity. Nothing herein shall be construed to require modification by either party of any calendar or schedules for extracurricular programs.

7.12 Tuition and Fees.

A. Tuition. The School shall not charge tuition, except as otherwise provided in C.R.S. §22- 20-109(5), § 22-32-115(1) and (2) and § 22-54-109, other than for before and after school programs, separate preschool programs (if any). or as otherwise permitted by state law.

B. Fees. Student fees may be charged by the School so long as in accordance with applicable Colorado law, including but not limited to the provisions of C.R.S. § 22-32-110(1)(o) & (p) and § 22-32-117, and any applicable District policy not otherwise waived.

C. Indigent Students. The School shall waive all fees, including class trip fees, for indigent students in accordance with applicable federal and state law, and District policy. On all fee lists and schedules, the School shall include notification of the policy of waiver of fees for indigent students. The School shall annually survey its student population for eligibility for free and reduced lunches under federal guidelines. The parties acknowledge that the School cannot compel families to complete the survey, and the School shall be deemed to have complied with this requirement if it distributes the annual survey forms at registration or another time, and requests the completion of such survey by parents and guardians of registered students.

D. Volunteer Requirements. Any requirement adopted by the School that requires parents commit to or accrue a number of volunteer hours shall be subject to a waiver process that considers individual family circumstances, and the School shall not condition the continued enrollment of any student on the commitment of the student's parents to provide any number of volunteer hours or donations in lieu thereof. The School agrees to conduct background checks of volunteers, as appropriate, and to require evidence of insurance and driver's licensure if the School will be using volunteers' private vehicles for student transportation.

8.0 Financial Matters.

8.1 Revenues.

A. District per pupil revenue funding. District per pupil revenues ("PPR") shall be defined as set forth in C.R.S. § 22-30.5-112(2)(a.5) or § 22-30.5-112.1, whichever is applicable. In each fiscal year during the term of this Contract, the District shall provide 100 percent of PPR to the School, plus any applicable capital construction grant payments pursuant to C.R.S. § 22-54-124, minus the following: the estimated amount of the School's per pupil share of the central administrative overhead costs (up to five percent of PPR) based on the prior year's central administrative overhead costs and the current year budgeted pupil count, as provided by law, less
(i) deductions for direct costs and optional purchased services as agreed to, in writing, by both Parties;
(ii) intercept transfers per the State Treasurer Charter Intercept Agreement; and
(iii) other deductions as provided herein and adjusted as provided herein, including as referenced in Attachment 10.

Any subsequent CDE audits of District pupil counts and per pupil revenue that impact the funding received by the School shall be reflected as an adjustment to subsequent payment from the District to the School.

The District, upon request of the School, shall allow the School to contest any adverse count audit in the name of the District through the administrative appeals process. The District may make financial adjustments effective as of the date of any final audit report, notwithstanding an administrative appeal.

The District shall provide to the School an itemized accounting on the calculation of all of its central administrative costs within 90 days after the end of the fiscal year as required by C.R.S 22-30.5-112 or other applicable law. The actual central administrative overhead costs shall be the amount charged to the School, subject to the subsequent sentence. Any difference between the amount initially charged to the School or withheld by the District, and the actual cost of such overhead administrative costs shall be reconciled and paid to the owed party, up to the 5% cap required by law.

B. Mill Levy Funds. Mill Levy funds will be distributed to the School in accordance with C.R.S. § 22-32-108.5, including any plan implemented by the District Board pursuant to that statutory provision. A plan for the proposed use of such funds shall be submitted to the Superintendent's designee annually as a component of the budget proposal and approval process identified in Section 8.3 of this Contract.

C. Federal Categorical Aid. Except as provided otherwise in this Contract, each year the District shall provide to the School the School's proportionate share of applicable federal ESEA funding (e.g., Title I, Title II, Title Ill, Title IV and Title V) received by the District for which the School is eligible by the District's overall plan or as may be required by applicable law. Schools are eligible for such funds upon approval of their plans for such funds either by the District or the CDE as required. Funds shall be distributed on a documented expenditure reimbursement basis on a monthly interval as long as the School provides the District with the required documentation. Should the School fail to timely or adequately submit required information, the District may in its sole discretion choose to pursue federal categorical aid without the participation of the School. The School will not be eligible for any of the funds received by the District for categorical aid where the School was untimely, inaccurate or otherwise failed to meet the requirements or deadlines for such aid and the District applies for and receives aid without the participation of the School.

D. State Categorical Aid. Each year the District shall provide to the School the School's proportionate share of applicable state categorical aid received by the District for which the School is eligible, (including but limited to, At-Risk, English Language Proficiency Act, Gifted and Talented, Amendment 23 capital construction funds or transportation

funding). Schools are eligible for such funds upon approval of their plans for such funds either by the District or the CDE as required.

E. Bond Issues. Pursuant to C.R.S. § 22-30.5-404, the District shall allow for representation by charter schools on the District's long-range planning committee and any committee established by the District to assess and prioritize the District's capital construction needs and shall notify charter schools of the committee's meeting schedule. School and other District charter schools shall cooperate in determining the person or persons who will represent the interests of charter schools on the committee. In the event that the District hereafter considers an election issue for bonded indebtedness, the District shall invite the School to participate in discussions regarding the possible submission of such a question at the earliest possible time but no later than June 1 of the applicable election year. The School may ask the District to include the capital construction needs of the School in such question, and if it determines not to include the same it shall notify the School of the reasons why, and the School may then request the District to separately submit a question for the voters that includes capital construction needs of the School in accordance with current C.R.S. § 22-30.5-404 and 405.

F. Other Grants. The School will receive their proportionate share of the money the District receives through relevant state and federal grants based on the number of students at the School qualifying for such funds.

8.2 Disbursement of Per Pupil Revenue.

A. Disbursement of District Per Pupil Revenue Funding. Commencing in July of each fiscal year of the Term, District per pupil revenue funding as described in Section 8.1.A shall be disbursed to the School in monthly installments, subject, however, to annual appropriation and the District's receipt of the funding. July through November funding shall be based on the School's enrollment projections submitted February 1 in accordance with Section 8.4. Funding for December and subsequent months of each fiscal year shall be adjusted in accordance with Section 8.2.B. Funds shall be disbursed within five (5) days of being received by the District.

B. Adjustment to Funding. The District's disbursement of funds shall be adjusted as follows: In January of each year, funding shall be revised based on the number of FTE pupils actually enrolled at the School as determined at the October 1 count and included in the official membership count, and to reflect any change in PPR, positive or negative, so that the overall funding for the year is equal to the PPR provided for in this District and not otherwise deducted. In addition, to the extent that the District experiences any reduction or increase in state equalization support by a legislative

rescission or other action, proportionate reductions or increases shall be made to the School's funding. Any adjustments to funding so that funding is equal to the PPR provided for in this Contract shall be made by direct payment to the School or the District.

8.3 Budget.

On or before May 31 of each year, the School shall submit to the District its proposed balanced budget for the following school year. The School shall ensure that its proposed budget complies with state law and the terms and conditions of this Contract. The budget shall be prepared in accordance with C.R.S. § 22-30.5-112(7) and the state-mandated chart of accounts. The budget as approved by the Charter Board and any subsequent approved revisions shall be submitted to the District along with the Charter Board resolution approving the budget or budget revision. A material violation of this Section may result in the District initiating remedies described in Section 3.2. I.

8.4 Enrollment Projections.

Each year by December 1, the School shall provide the District with preliminary estimates of its anticipated enrollment for the next five years along with any discussion or plans under consideration for any increase or decrease of enrollment greater than five percent (5%) of the official membership for the current school year. On or before February 15 of each year, the School shall provide the District with its latest and best estimates of its anticipated enrollment for the next school year. The parties agree that the purpose of this Section is to provide information to allow the District to prepare its future budgets, and that any information provided under this Section shall not be used by the District for the purpose of restricting the School's enrollment or otherwise inhibiting the growth of the School.

8.5 TABOR Reserve.

The School's ending fund balance shall comply with the emergency reserve requirements of Article X, Section 20 of the Colorado Constitution ("TABOR Reserve"). The School is solely responsible for maintaining a TABOR Reserve in accordance with and adequate to meet the requirements of Article X, Section 20 of the Colorado Constitution.

8.6 Contracting.

The School shall not extend the faith and credit of the District to any third person or entity. The School acknowledges and agrees that it has no authority to enter into a Contract that would bind the District, and the School's authority to Contract is limited by the same provisions of law that apply to the District. Unless otherwise agreed in writing by the District, each Contract or legal relationship

entered into by the School having a value greater than $2,500 shall include the following provisions:

A. The contractor acknowledges that the School is not an agent of the District, and accordingly contractor expressly releases the District from any and all liability under this Contract.

B. Any financial obligations of the School arising out of this Contract are subject to annual appropriation by the Charter Board unless reserves have been irrevocably pledged by the Charter Board to pay future year's obligations under such agreement.

8.7 Annual Audit and Trial Balance; Data File.

The School shall undergo an independent financial audit conducted in accordance with governmental accounting standards performed by a certified public accountant each fiscal year. The results of the audit shall be provided to the District in written form by September 26 of each year. The School shall pay for the audit. In addition, the School shall provide the final trial balance in an electronic format (excel) to the District using the CDE chart of accounts and file format with the submission of the annual independent financial audit. If, for causes within the School's control, the audit, or a draft final version of the audit to the extent allowable by law, is not provided to the District by September 26 of each year, it shall be considered a material breach of contract, and the School shall have ten (10) business days, or such other time as the parties may agree, to cure such breach. If the failure to provide the audit to the District by September 26 is due to causes beyond the School's control, the School shall nevertheless use its best efforts to provide the audit to the District at the earliest possible time.

8.8 Monthly Reporting.

The School shall prepare monthly financial reports for the District in compliance with C.R.S. § 22- 45-102, and post required reports pursuant to C.R.S. §§ 22-44-301, *et seq.* Such reports shall be submitted to the District no later than fifteen (15) business days following the end of each month except that all June and year end reports shall be submitted with the annual independent financial audit.

8.9 No Commingling.

Assets, funds, liabilities and financial records of the School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization.

8.10 Encumbrances and Borrowing.

During the Term of this Contract, the School shall not engage in borrowing where the annual payments under such borrowing are above 15% of the School's annual budgeted revenues without first providing prior notice to the District and an opportunity for the District to review and comment to determine if overall debt of the School is within and in accordance with sound fiscal management practices.

8.11 Loans.

No loans may be made by the School to any person or entity (other than reasonable employee advances or to another related or an affiliated entity) for any purpose without District approval, which approval shall not be unreasonably withheld conditioned or delayed if such loan is determined to be consistent within sound fiscal management practices.

9.0 Personnel

9.1 Employee Status.

A. All employees hired by the School shall be employees of the School and not the District. All employee discipline decisions shall be made by the School. The District shall have no obligation to employ School employees who are released or leave the School. Other terms of the employment relationship are described in the Employee Handbook submitted by the School to the District by August 15, annually. The Employee Handbook may be amended or revised at the discretion of the School; however, the School shall provide the District copies of material changes within 30 days following such change.

B. The School shall establish and implement procedures for conducting background checks (including a check for criminal records and fingerprinting) of all employees to the extent required by state and federal applicable laws, rules and regulations, including but not limited to C.R.S. § 22-30.5-110.5 and § 22-30.5-110.7. This includes ensuring that all independent contractors and companies that place employees in the School complete the requisite background checks.

10.0 Service Contracts with the District

10.1 Direct Costs.

The School and the District agree to negotiate payment to the District of the School's share of the direct costs incurred by the District for charter schools pursuant to C.R.S. § 22-30.5-112(2)(b.5). Such negotiations shall be concluded by June 15 of the year preceding that to which the costs apply. Unless set forth in this

Contract or a separate agreement, such costs should be reflected in Attachment 10. If the School and the District do not reach agreement regarding the payment of such direct costs prior to the end of a fiscal year, the District shall be barred from withholding from the School any moneys as reimbursement for direct costs. The District shall provide an itemized accounting to the School for the direct costs incurred by the District hereunder with the itemized accounting provided pursuant to Section 8.1.A above.

10.2 District Services.

Except as is set forth in Attachment 10 or as otherwise specifically provided in this Contract, the School shall not be entitled to the use of or access to District services, supplies, or facilities. Such agreements by the District to provide services or support to the School shall be negotiated annually and subject to all terms and conditions of this Contract, except as may be otherwise be agreed in writing. Such agreements shall be finalized by June 15 of the fiscal year preceding that to which the purchased services apply, unless otherwise agreed to by both parties.

The School acknowledges and agrees that due to District staff and resource limitations, the District does not warrant or represent that any District services referenced in Attachment 10 will actually be available, and that that availability is subject to workload, availability, and capacity constraints on District staff.

The School further acknowledges and agrees that in the event that District services are unavailable, the School will be solely responsible for adding additional qualified FTE/staffing, or retaining qualified third-party contractors to fulfill the School's obligations under this Contract. If any of such contracted resources listed on Attachment 10 are not available, as and when needed by School, it may give notice to the District, and the School may contract elsewhere for the same, and the School shall receive a credit for any amounts paid for such services in advance, that have not been used when the School contracts elsewhere.

11.0 Facilities

11.1 School Facility.

The School shall be responsible for the construction, renovation and maintenance of any facilities owned or leased by it.

11.2 Use of District Facilities and Transportation.

A. District Facilities. The School may use District facilities for activities and events, subject to this Section 11.2. Any use of District facilities must be arranged through the District's Facilities Reservations Department and shall be subject to applicable usage fees charged to other District users.

B. District Transportation. The School may, subject to availability, reserve for use buses or other vehicles available to transport students for field trips, athletics and other extra- curricular activities. Any use of District transportation vehicles must be arranged through the District's Transportation Department and shall be subject to applicable usage fees charged to other District users.

11.3 Impracticability of Use.

If use by the School of a facility is rendered impracticable by any cause whatsoever, or if the funds necessary to construct/renovate or upgrade a facility cannot be secured, the District shall not be obligated to provide an alternative facility for use by the School to operate the School.

12.0 Charter Renewal, Revocation and School-Initiated Closure.

12.1 Renewal Timeline and Process.

The School shall submit its renewal application by 4 p.m. on December 1 of the year before this Contract expires, or such other deadline as is required by applicable law. At least fifteen (15) days prior to the date on which the District Board will consider whether to renew the charter, District personnel shall provide to the District Board and School a written recommendation, including the reasons supporting the recommendation, concerning whether to renew the charter. The District Board shall act on the renewal application by resolution no later than February 1 of the year this Contract expires following a public hearing where the School shall have the opportunity to address the Board of Education about its renewal request. If the Board of Education decides to not renew the Contract, it shall detail the reasons in its resolution.

12.2 Renewal Application Contents.

In addition to contents required by state law, the renewal application may include comments and additional information provided by the School about its progress toward meeting the District's accreditation indicators. The format of the renewal application shall be provided to the School by the District prior to July 1 of the year in which the application is due. The District may modify this format, but shall not do so prior to seeking input from the School.

12.3 Criteria for Renewal or Non-renewal and Revocation.

The District may terminate, revoke or deny renewal of this Contract for any of the grounds provided by state law, C.R.S. § 22-30.5-110.3, as they exist now or may be amended or material breach of this Contract. Grounds for termination, revocation, or denial also include but are not limited to, failure to meet adequate progress toward achievement of the goals, objectives, targets for the measures used

to determine the levels of attainment of the performance indicators, applicable federal requirements, or other terms or conditions identified in this Contract. Those requirements include:

A. Pursuant to C.R.S. § 22-11-210(1)(d), the School is accredited with a priority improvement plan or turnaround plan for a combined total of three (3) consecutive years or any lesser number of years established by the State Board after which closure, or restructuring is required.

B. The School is accredited with a turnaround plan and does not attain a higher accreditation rating at its next performance review in accordance with C.R.S. § 22-11-406 (3).

12.4 Termination and Appeal Procedures.

The District shall provide the School written notice of the grounds for termination and the date of the termination hearing before the District Board. Prior to providing this notice, the District shall, to the extent practicable, send the School a notice of concern and a notice of breach, the content of which are described in Section 3.2.I. Termination shall not take effect until the School has exhausted its opportunity to appeal such decision to the State Board. The District may impose other appropriate remedies (see Section 3.2 H.) for breach.

12.5 School-initiated Closure.

Should the School choose to terminate this Contract before the end of the Contract term, it may do so in consultation with the District at the close of any school year and upon written notice to the District given at least ninety (90) days before the end of the school year. Notice would ideally be given by November 30 to allow families to take advantage of District choice enrollment dates.

12.6 Dissolution.

In the event the School should cease operations for whatever reason, including the non-renewal or revocation of this Contract, the School agrees to continue to operate its educational program until the end of the school year or another date mutually agreed upon by the parties. The District shall supervise and have authority to conduct the winding up of the business and affairs for the School; provided, however, that in doing so, the District does not assume any liability incurred by the School beyond the funds allocated to it by the District under this Contract. Should the School cease operations for whatever reason, the District maintains the right to continue the School's operations as a District facility until the end of the school year. The District's authority hereunder shall include, but not be limited to, (1) the return and/or disposition of any assets acquired by purchase or donation by the School during the time of its existence, subject to the limitations of Section 12.7 below and (2) reassignment of students to different

schools. School personnel and the Charter Board shall cooperate fully with the winding up of the affairs of the School including convening meetings with parents at the District's request and counseling with students to facilitate appropriate reassignment.

12.7 Return of Property.

In the event of termination or dissolution, all property owned by the School that was purchased in whole or in part with funding provided by the District, including, but not limited to, real property, after the payment of debts as required by applicable law shall be returned to the District. Notwithstanding the above, the District shall not have the right to retain property leased by the School, unless the District chooses to comply with the terms of that lease, subject, however, to the terms of such lease. All non-consumable grants, gifts and donations or assets purchased from these revenue sources shall be considered the property of the School unless otherwise identified by the donor in writing. Assets not purchased with public funding provided by the District may be donated to another not-for-profit organization in accordance with the School's Articles of Incorporation.

13.0 General Provisions.

13.1 Order of Precedence.

A. Practices. In the event of any conflict among the organic documents and practices defining the relationship of the parties, it is agreed that this Contract shall take precedence over policies of either party and the Application; applicable policies of the District that have not been waived shall take precedence over policies and practices of the School and the Application; and policies of the School and mutually-acceptable practices developed during the term of this Contract shall take precedence over the Application.

B. Conflict with Exhibits. In the event of conflicts or inconsistencies between this Contract, the Attachments, or the Application, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: first, the terms of this Contract, second, the Attachments, and last the Application.

13.2 Amendments.

No amendment to this Contract shall be valid unless ratified in writing by the Charter Board and executed by the Superintendent of the District and an authorized representative of the School.

13.3 Merger.

This Contract and all Attachments hereto, together with the Application, contains all terms, conditions, and understandings of the parties relating to its subject matter. All prior representations, understandings, and discussions are merged herein and superseded by this Contract.

13.4 No Assignment.

Neither party to this Contract shall assign or attempt to assign any rights, benefits, or obligations accruing to the party under this Contract unless the other party agrees in writing to any such assignment. Such consent shall not be unreasonably withheld, conditioned or delayed.

13.5 Governing Law and Enforceability.

This Contract shall be governed and construed according to the Constitution and laws of the state of Colorado. Either party may revoke this Contract if a material provision is declared unlawful or unenforceable by any court of competent jurisdiction and the parties do not successfully negotiate a replacement provision. The parties agree, upon the request of either, to meet and discuss in good faith any material changes in law that may significantly impact their relationship or the terms of this Contract.

13.6 No Third-party Beneficiary.

The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the District and the School. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other person or third party. It is the express intent of the parties to this Contract that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

13.7 No Waiver.

The parties agree that no assent, express or implied, to any breach by either of them any one or more of the provisions of this Contract shall constitute a waiver of any other breach. Nor shall any provision of this Contract be deemed to constitute a relinquishment or waiver by either party of any applicable bar or limitation on liability provided by the CGIA.

13.8 Notice.

Any notice required, or permitted, under this Contract, shall be in writing and shall be effective upon actual receipt or refusal when sent by (a) personal delivery (subject to verification of service or acknowledgement of receipt), (b) one day

after deposit with a nationally recognized overnight courier, or (c) three days after mailing when sent by certified mail, postage prepaid to the administrator below for notice to the School, or to the designated District representative for notice to the District, at the addresses set forth below. Either party may change the address for notice by giving written notice to the other party.

Notice to the District shall be sent to:
Director of Charter School Partnerships
Adams 12 Five Star Schools
1500 East 128th Avenue
Thornton, CO 80241

Notice to the School shall be sent to:
Executive Director and President
Prospect Ridge Academy
2555 Preble Creek Parkway
Broomfield, CO 80023

13.9 Severability.

If any provision of this Contract is determined to be unenforceable or invalid for any reason, the remainder of the Contract shall remain in full force and effect, unless otherwise terminated by one or both of the parties in accordance with the terms contained herein.

13.10 Interpretation.

A. Application. Unless waived, compliance by the School with this Contract, District policies, procedures, regulations, and requirements shall be required and measured in the same manner as may be applied and expected by the District of otherwise-comparable District schools.

B. Business Days. As used in this Contract "business day" means any day other than a Saturday or Sunday or a day on which the District is closed or other government institutions in the state of Colorado are closed. All other references simply to "day" shall mean a calendar day.

C. Counterparts; Signature by Facsimile. This Contract may be signed in counterparts, which when taken together, shall constitute one original Contract. Signatures received by facsimile by either of the parties shall have the same effect as original signatures.

13.11 Paragraph / Caption Headings.

The captions and headings set forth herein are for convenience of reference only, and shall not be construed to limit or define the terms and provisions hereof.

Prospect Ridge Academy
A charter public school organized as a
Colorado nonprofit corporation

By: Krista Batchelder
Krista Batchelder (Jun 14, 2024 12:09 MDT)

Krista Batchelder
Board President

Adams 12 Five Star Schools

By:

Christopher E. Gdowski
Superintendent

PRA Charter Contract

Final Audit Report 2024-06-14

Created:	2024-06-13
By:	Heather Brown (hbrown@prospectridgeacademy.org)
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PROSPECT RIDGE ACADEMY

Attachment 1: School Mission, Vision, Goals & Objectives

VISION

Creating academic, social and ethical leaders

MISSION STATEMENTS

- Providing a Rigorous, Quality K-12 Education with an Intensified Math and Science Focus
- Using the Core Knowledge Sequence and Research-based College Preparatory Programming to Provide a Comprehensive Foundation for Life-long Learning
- Providing Social and Physical Development Through Athletics
- Utilizing Character Education and Service Learning Programs That Encourage Community Partnerships

GOALS & OBJECTIVES

Strategic Plan - 2030

Attachment 2:

Educational Program Characteristics

Prospect Ridge Academy is a nationally recognized tuition-free public charter school. As a college preparatory school, our academic program is grounded in the pursuit of creating academic, social, and ethical leaders. Our math, science, Core Knowledge, and college preparatory focus are clearly evidenced in the comprehensive course offerings and curricular program that has been designed to intentionally build from Kindergarten to 12th grade at PRA. On a daily basis, students and staff at every grade level delve deeply into a rich and substantive curriculum—Kindergarteners study cells through a microscope for the first time; Second graders immigrate to America as they learn about citizenship and the journey to the United States; Fifth graders become live number lines, sing their way through equations, and self-pace themselves throughout their mathematics units; Middle School students build and race gravity powered vehicles with wheels designed and printed on a 3D printer, and simulate the caste system in India; High School students use cutting edge data-acquisition equipment to perform weekly lab-based investigations in the natural sciences, and read from a diverse literary canon in English classes, preparing them for the rigors of AP and college level courses.

As PRA students move through the K-12 program, they learn to read actively, to write clearly and persuasively, to listen thoughtfully, to think critically, and to act responsibly and ethically in an ever-changing world.

Elementary School

The elementary curriculum at Prospect Ridge Academy is based in Core Knowledge Sequence, which provides a sequenced set of skills and content in the classroom, and is aligned with Colorado State Model Content Standards and Common Core standards.

The idea behind the Core Knowledge Sequence is simple and powerful: knowledge builds on knowledge. In the late 1970's, E.D. Hirsch, Jr., founder of the Core Knowledge sequence and professor at the University of Virginia, proposed that there was a core body of knowledge that students need to acquire and that the more students know, the more they are able to learn. Further, Hirsch suggested that students — being given specific guidelines on what they learn at every grade level and making them more "culturally literate" — would receive a more equitable, fair, and rich education.

Aligned to our mission the curriculum provides a rigorous, rich, comprehensive program that has shown success with students from a wide variety of backgrounds and has demonstrated a record of student achievement locally and nationally. For more information about Core Knowledge, visit www.coreknowledge.org.

Staff utilizes the Math in Focus curriculum for math instruction, which focuses on children truly mastering a limited number of concepts each school year. This program allows students to visualize mathematics and take their understanding from hands-on to pictorial modeling, to numbers. The goal is for children to understand the material on a deeper level; they are not just learning it for the test. Students in the same classroom may learn the concepts at different paces, but ultimately they all learn them and help develop their own solid foundation for further math learning.

All PRA elementary students participate in a weekly science lab, visit the library regularly, and actively participate in weekly music, art, technology and physical education classes.

Reading and Writing

Prospect Ridge Academy utilizes Core Knowledge Language Arts and Write Now, Right Now.

Core Knowledge Language Arts (CKLA)

CKLA is a unique core curriculum for PreK–5 ELA grounded in the science of reading, combining rich, diverse content knowledge in history, science, literature, and the arts with systematic, research-based foundational skills instruction.

CKLA's instruction is focused on what all students need: foundational skills and background knowledge. They have identified the four pillars of equity required to make sure all students get what they need. These key starting points offer concrete actions teachers can take to create a classroom where every student succeeds at reading—and to open numerous opportunities for every student.

- Teach all kids how to crack the written code.
- Expose all students to knowledge and vocabulary beyond their lived experience.
- Make sure all students are reading complex text.
- Believe all students can achieve.

Write Now, Right Now

Write Now, Right Now is a curriculum written by teachers for teachers. This curriculum utilizes T-Chart planning and color coding to teach students organization. WNRN incorporates the six traits and Team Complete to get kids talking and writing in complete sentences.

Another component of WNRN is Writing in Response to Reading. Students are instructed in effective note taking and responding to a variety of literary genres. Although CKLA contains content writing in its curriculum, WNRN is used to guide students through the writing process and to become stronger writers.
Write Now, Right Now

Colorado State Standards for Reading & Writing

Math
At Prospect Ridge Academy we use the Singapore math philosophy as the primary means of math education. We use Singapore Math in Focus® curriculum in order to provide more resources for our students and teachers.

Why Singapore Math?
Research-based Pedagogy
Singapore Math in Focus® offers you the same authentic Singapore Math® curriculum that has propelled Singapore students to international success. It follows the pedagogical framework developed by the Singapore Ministry of Education.
Concrete–Pictorial–Abstract Learning Progression
Numbers and symbols can be confusing when you don't have a grasp of what they actually mean. Singapore Math in Focus® teaches concepts using a concrete–pictorial–abstract learning progression to anchor learning in real-world, hands-on experiences.
Pedagogy Fit for Specific Skill Needs

Singapore Math in Focus® adapts instruction to the needs of individual learners through scaffolding, the systematic sequencing of prompted content, and support to optimize learning. The ultimate goal of scaffolding is to gradually remove the supports as the learner masters the task.
Integrated Technology for the 21st-Century Classroom

Singapore Math in Focus® provides seamless integration of technology with a range of online tools including online manipulatives, parent/guardian resource videos, and online activities.
Singapore Math in Focus

Colorado State Standards for Math

Science
Prospect Ridge Academy uses Core Knowledge to drive our Science classes. Core Knowledge is a knowledge-based curriculum that allows students to build a strong foundation in Science at a young age. It is a spiraling curriculum. Topics learned in the lower levels will be built on as the kids are developmentally ready, typically a couple of years later. We believe, as stated by Core Knowledge, "You learn something new by building on what you already know. The more you know, the more you are able to learn."
At Prospect Ridge Academy, students come to the lab weekly for 45 minutes where they are allowed to explore in a hands-on setting the same material being taught in the classroom.
Core Knowledge Topics K-5
Colorado State Standards for Science

Social Studies
At Prospect Ridge Academy, our Social Studies curriculum is a combination of Core Knowledge aligned with Colorado Academic Standards for Social Studies. Core Knowledge uses a well-rounded curriculum that uses a spiral structure to introduce topics. This structure implies that students will see various topics and events in history repeated throughout Elementary and Middle School years. As the years progress, the content becomes more in depth in history and geography. Core Knowledge helps students build a strong foundation for learning, organizing thoughts, evaluating events in history, and applying previously learned information year after year.
The Colorado Academic Standards for Social Studies are skill based standards that are specific to each grade. These standards are the expectations of what students are required to know and what they should be able to do by the end of the year. The Social Studies standards are composed of five main concepts: history, geography, economics, civics, and personal finance. By studying these five areas, students will be better able to connect events in history, understand places and regions, obtain economic knowledge to make strong financial decisions, and analyze governmental impact on society.
Colorado State Standards for Social Studies

Core Knowledge History and Geography Units K-5

Middle School
PRA's middle school is a nationally recognized tuition-free public school.

- 62% of PRA secondary instructional staff have post-graduate degrees of which 19% of them have doctorate degrees.
- Every student is known by name, strength, and need.
- There are over 23 electives from which to choose by student's interest

- In middle school students can play competitive cross country, cheer, baseball, basketball, football, volleyball, soccer, golf, and track and field.

The middle school serves as a transition between elementary school and high school. Students continue the rigorous Core Knowledge-based curriculum. Prospect Ridge Academy Middle School also offers a number of choice electives, all focused on its college preparatory mission and its goal of creating academic, social, and ethical leaders.

Community Service
Aligned with our character education and service learning mission, MS students are required to complete eight hours of community service per school year. Students can count any service hours they completed during summer break towards the upcoming school year (example: any hours completed during summer 2023 will count towards their total for the 2023-2029 school year.) Please refer to the Community Service | Prospect Ridge Academy webpage for additional information and to find the online form to submit completed service hours. PRA often has volunteer hours available for our MS students that can be found on the Volunteering at PRA | Prospect Ridge Academy page. Just scroll down and click on the "Current Volunteer Opportunities" button. Look for sign-up slots that indicate "Middle School."

High School
Many students in high school programs across the state do not have access to curriculum designed to prepare them for the critical thinking necessary for college and postsecondary education. At Prospect Ridge Academy, these expectations are built into the graduation requirements for not just some students, but all students.

Prospect Ridge Academy's High School rigorous, college preparatory curriculum is modeled after the College Board's Advanced Placement (AP) curriculum. In all core content areas and electives, courses are designed to prepare students for an AP based course in that area. As part of a curriculum designed to prepare students for postsecondary and workforce success, AP curriculum has been shown to significantly increase student success in college by increasing rigor, promoting equity, and developing critical knowledge and skills.

A significant body of research has shown the benefits that a high school-based AP curriculum can provide. Most notably, AP examinees, particularly those taking two or three AP Exams, were more likely to attend a four-year institution than non-AP examinees. As well, AP examinees, especially those scoring a 3 or higher, were more likely to graduate from college than non-AP examinees; the finding held across race/ethnicity and income groups. And, finally, since PRA is a school with a math and science focus, research supports that AP STEM examinees were more likely to graduate with a STEM major than to choose a non-science major.

PRA's high school is a nationally recognized tuition-free public school.

- Consistently over the past 4 years PRA has been ranked in the top 3% of high schools nationally by US News and World Report.
- PRA ranks #22 for in the top performing public high school in Colorado.
- 100% of our graduates have been accepted into at least one college of their choice.
- 62% of PRA secondary instructional staff have post-graduate degrees of which 19% of them have doctorate degrees.
- Nearly 10% of the 2023 graduates signed with a college team.
- $5,553,025 college scholarships earned in 2023

Our college-preparatory curriculum focuses on preparing every PRA high school student for successfully applying to and being prepared for college. PRA graduation requirements include 4 years of Language Arts, 4 years of Math, 4 years of Science, 3 years of Social Studies, 3 years of World Language and a minimum of 100 hours of Community Service as well as Fine Arts, Physical Education and Health.

We have 3 full-time counselors plus a full- time postgraduate coordinator supporting students with college applications, scholarships, and financial aid.

Capstone Project

The Senior Leadership Capstone project allows students to explore an academic, arts, social, or entrepreneurial topic they are passionate about through a mentorship/internship opportunity.

Students utilize the skills they have developed throughout high school to produce a student-led in-depth, comprehensive project.
The project requires a minimum commitment of 40 hours, including 20 hours spent with a mentor.

Examples of past projects include:

- Shadowing a surgeon
- Restoring a truck
- Medical research
- Photojournalism
- Physical therapy and prosthetics
- Vision therapy
- Engineering
- Environmental awareness

Demographic Information
In 2023-24 PRA served approximately 1,457 students grades K-12 (606 elementary, 376 middle school, 475 high school). 10.7% of PRA students qualified for free or reduced price lunch. Our students come from a number of communities surrounding the school, but the majority are from Broomfield (53%), Thornton (19%), Westminster (11%), Erie (7%), and Brighton (4%). Our student enrollment by race/ethnicity is as follows: 66% White; 13% Hispanic or Latino; 14% Asian; 6% Two or More Races; <1% Black or African American; <1% Other.

Parent Engagement
Parents are an integral part of the PRA community, and active parent/guardian engagement throughout the year is our goal. Communication is key to keeping parent/guardians informed and providing opportunities for engagement. To that end, we utilize the following regular communication tools:

- **Weekly Miner Mail** electronic newsletter sent to all parent/guardians including a calendar of upcoming events, volunteer opportunities, and detailed information about school happenings.
    - Recent Miner Mail
- **Updated website** (www.prospectridgeacademy.org) with current news posts, calendar of events, and information about school programs. The website also offers the ability for teachers to setup individual pages/classes that parent/guardians can subscribe to.
- **Targeted Social Media accounts** for sharing information, including:

- Prospect Ridge Academy public Facebook page for sharing school updates and celebrations.
- Grade level closed Facebook groups managed by parent/guardian volunteers where parent/guardians can ask questions and share information relevant for their grade level
- Uniform swap closed Facebook group for exchanging uniforms
- High School Counseling closed Facebook group for sharing college and career resources and events

We have many opportunities for parent/guardians to be active members of our community, including:

- **Grade Level Coordinators** (GLCs) are parent/guardian volunteers who represent their grade level, act as a liaison between parent/guardians and staff to help answer questions, provide feedback to administrators, and produce a monthly newsletter with volunteer opportunities and news specific to their grade level.
- **Volunteer Application and Training Program** using Raptor where parent/guardians are able to indicate their areas of interest for volunteering, watch a basic training video, and complete a background check. Volunteer hours are also tracked for recognition.
- **Regular Volunteer Opportunities** throughout the school year including classroom volunteering, volunteering for special events, and family volunteer opportunities with local service organizations. Parents signup using Signup Genius, and links are shared in Miner Mail. We host an annual volunteer appreciation breakfast to celebrate the parent/guardians who have contributed their time and energy to the school.
- **Parent & Guardian Nights & Presentations** occur regularly throughout the school year. We host the following events annually:
  - Back to School Nights at each level (elementary, middle and high).
  - Welcome to high school, and welcome to middle school sessions for 6th grade and 9th grade families.
  - Parent Teacher Conferences two times a year.
  - Special event parent/guardians meetings periodically (i.e. international trips, etc.).
  - Seasonal sports parent/guardian meetings to provide expectations for each sports season.
  - Informal Principal Coffees where parent or guardians can answer questions and present on topics of interest.
  - Parent/guardian engagement presentations with guest speakers scheduled throughout the year. Past examples have included a Positive Discipline training, and college application case studies with college admissions counselors.
  - Middle School and High School enrollment presentations are offered to current PRA families with rising 6th and 9th graders to help them determine if PRA is the right fit for their student at the next level.

Attachment 3: Selected State and Federal Laws Applicable to Charter Schools

(Colo. Rev. Statutes, unless otherwise noted)

Governance, Records, and Charter Schools

1. Colorado Charter Schools Act: 22-30.5
2. Colorado Open Meetings Law: 24-6-401 *et* seq.
3. Colorado Open Records Act: 24-72-201 *et* seq.
4. Family Educational Rights and Privacy Act of 1974: 20 U.S.C 1232g
5. Colorado Code of Ethics: 24-18-101 et *seq.*
6. Non-Profit Corporation Act: 7-121-101 *et* seq.

Safety and Discipline

7. Certificate of occupancy for the school facility: 22-32-124
8. Safe School Plan: 22-32-109.1(2)
9. Grounds for suspension, expulsion, and denial of admission of students: 22-33-106
10. Procedures for suspension, expulsion, and denial of admission of students: 22-33-105
11. Services for expelled students: 22-33-203
12. Child Protection Act of 1987: 19-3-301 et seq.
13. Background checks for employees: 22-1-121

Educational Accountability

14. Educational Accountability: 22-7-101 et seq., 22-11-101 et seq. (especially 22-11-210 and 22-11-401 et. seq.)
15. Accreditation: Accreditation Rules of the State Board: 1 CCR 301-1
16. ESEA Act: P.L. 107-110
17. Colorado READ Act: 22-7-1201 et seq.
18. Graduation Requirements: Adopted by the State Board pursuant to 22-2-106 (See COE website for most up to date guidelines).
19. Postsecondary and workforce planning, preparation, and readiness assessments: 22-7-106

Curriculum, Instruction, and ExtraCurricular Activities

20. Instruction in federal and state history and government: 22-1-104
21. Honor and use of the U.S. Flag: 22-1-106
22. Instruction in the Constitution: 22-1-108,109
23. Instruction in the effects of use of alcohol and controlled substances: 22-1- 110
24. On-line programs: 22-33-104.6
25. Participation in sports and extracurricular activities: 22-32-116.5
26. Content standards: 22-7-407
27. Concurrent Enrollment Programs Act: 22-35-101 et seq.

Exceptional Students

28. Discipline of students with disabilities: 20 U.S.C 141S(k), 34 C.F.R. 519-529
29. Exceptional Children's Educational Act: 22-20-101 et seq.
30. Section 504 of the Rehabilitation Act of 1973: 29 U.S.C. 794
31. Americans with Disabilities Act: 42 U.S.C. 12101
32. Individuals with Disabilities Education Act: 42 U.S.C. 1401 et seq.
33. English Language Proficiency Act: 22-24-101 et seq.

Finance

34. School Funding Formula: 22-54-104(3)
35. Funded pupil enrollment: 22-54-103(10)
36. Tuition: 22-20-109(5), 22-32-115(1) and (2), 22-54-109
37. Fees: 22-32-110 (1) {o) and (p), 22-32- 117
38. Allocation of funds to a capital reserve fund: 22-54-105(2)(b)

39. Expenditures from a capital reserve fund: 22-45-103, 24-10-115, Article 13 of title 29
40. Allocation of funds for instructional supplies and materials: 22-54-105(1)
41. Allocation of funds for at-risk students: 22-54-105
42. Colorado Department of Education Financial Policies and Procedures
43. Excess tuition charges for out-of-District special education students: 22-20-109(5)
44. Participation in PERA: 22-30.5-512 and 22-30.5-111(3)
45. Financial Transparency Act: 22-44-301 et seq.

Attachment 4: Conflict of Interest Disclosure
Board Member Certification Form

Charter School Conflict of Interest Disclosure Form

The purpose of this document is to provide disclosure regarding known or anticipated conflicts of interests. Charter school boards operate according to their School bylaws and applicable law, as well as contractual obligations with Adams 12 Five Star School DIstrict ("District"). This form is a public document that will be made available by school
officials upon request. The form may be shared in person or electronically for review by other board members, school staff, parents or any other interested party. The form will also be provided to the District.

School Name:_____

Board Member Full Name: _____

Board Member Term Start Date: _____

Term End
Date:_____

Please complete this form by hand. Circle your selected response to each prompt.

Affirmations

Age.

Yes / No I affirm that I am at least 18 years of age by the date of my appointment to the Charter School board.

Bylaws and Contract.

Yes / No I affirm that I have read the Charter School's Bylaws and the School's contract with the school district.

Illegal Personal Behavior.

Have you ever been convicted or pled "no contest" on one or more of the following: **Yes / No** A misdemeanor related to honesty or trustworthiness, or **Yes / No** A felony

Charter School Conflict of Interest Disclosure Form

If you answered yes to either, please provide details of the offense, the date, the disposition and related information here:

_____
_____
_____
_____

Illegal Financial Behavior.

Yes / No Have you ever entered into an settlement agreement, consent decree, adjournment in the contemplation of dismissal, assurance of discontinuance or other, similar agreement with the Securities Exchange Commission, Internal Revenue Service, the United States Attorney General or the attorney general of any state, or any other law enforcement or regulatory body concerning the discharge of your duties as a board member of a for-profit or non-profit entity or as an executive of such entity. If the answer was yes, please provide details of the agreement here.

_____
_____
_____
_____

PROSPECT RIDGE ACADEMY

Conflicts of Interests

Business Conflicts - General Business.

Do you, your spouse, or anyone in your immediate family (described in C.R.S. 7-128-501(5) as a spouse, descendant, ancestor, sibling, spouse or descendant of a sibling, or a designated beneficiary) meet either of the following conditions?

Yes / No Is currently doing or plans to do business with the Charter School, whether as an individual or as a board director, officer, employee or agent of any entity.

Yes / No Is partner to any entity in which one of the above described individuals has an interest in doing business or plans to do business with the Charter School.

Charter School Conflict of Interest Disclosure Form

If the answer was yes to either, please provide details of the agreement here.

_____

_____

_____

_____

Yes / No Are you, your spouse or other immediate family members currently conducting, or do you anticipate conducting any business with the Charter School or a contractor who is conducting business with the Charter School?

If the answer was yes, please provide details of the agreement here.

_____

_____

_____

_____

Business Conflicts - School Management Organizations.

Yes / No Are you, your spouse or other immediate family members currently or do you anticipate in the future being employed, offered employment or an ownership stake, whether direct or indirect, or any contractual or management interest in an education service provider ("ESP"), an educational management organization ("EMO") or a charter management organization ("CMO")?

Yes / No / Not Applicable If the Charter School currently works with an ESP, EMO or CMO, do you, your spouse or other immediate family members know beyond a casual or professional acquaintance any employees, officers, owners, directors or agents of the provider?

Yes / No / Not Applicable If the Charter School currently works with an ESP, EMO or CMO, do you, your spouse, or any other immediate family member currently conduct, or do you anticipate conducting any business with the provider?

If you answered yes to any question(s) regarding ESP's, EMO's or CMO's, explain.

Charter School Conflict of Interest Disclosure Form

_____

_____

_____

_____

Relationships and Personal Conflicts.

Yes / No Are you aware of any potential ethical or legal conflicts of interest that currently exist, or are likely to exist, for you as a board director for the Charter School due to your relationship with another

school (charter or otherwise) or with any non-profit or for profit entity?

Yes / No Do you have a close personal relationship with or within the School? Being a parent of a student at the Charter School, serving on another Charter School's board or being employed by or the spouse of an employee at the Charter School, does not typically prevent your service on the board of directors. However, such relationships may periodically require you to recuse yourself from conversations and decisions, and thus should be disclosed.

If you answered yes to either question, please explain.

_____

_____

_____

_____

I certify to the best of my knowledge and ability that the information I am providing to the School and the District regarding my application to serve as a member of the Charter School's board of directors is true and correct.

_____ *Printed name*

School Name

_____ *Signature*

Date Signed

PROSPECT RIDGE ACADEMY

Prospect Ridge Academy
Board of Directors Agreement

Revised June 12, 2012

Vision Statement

Creating academic, social, and ethical leaders

Mission Statements

- Providing a rigorous, quality K-12 education with an intensified math and science focus
- Using the Core Knowledge Sequence and research-based college preparatory programming to provide a comprehensive foundation for life-long learning
- Providing social and physical development through athletics
    - Utilizing character education and service learning programs that encourage community partnerships

Policy Statement on Decision Making

All decisions by the Board of Directors and the Administration shall be made within the parameters and uphold the principles of the vision and mission statements. Decisions shall be made first considering the vision and mission statements and then considering the members, always keeping in mind that parents should have a meaningful voice in their children's education.

Board Member Agreement

A member of the Prospect Ridge Academy Board of Directors ("Board") shall have a firm belief in the vision and mission of the school and shall be committed to using the Core Knowledge program and other curriculum as approved by the board. Members of the board ("Directors"} shall be fully committed to the charter school concept.

The purpose of the board is to set the general direction and policy of the school, not to manage it on a daily basis. Directors shall be able to govern in a manner to ensure the adherence to the Prospect Ridge Academy ("PRA"} vision and mission statements. Furthermore, Directors shall foster positive relationships with school personnel, the school community, and the community at large, oversee the financial stability of PRA, and deal with school related issues as prescribed in the bylaws.

By signature below, each director agrees to uphold the terms of this Board Member Agreement ("Agreement").

Qualifications

- Read Professor E.D. Hirsch's books "Cultural Literacy" and "The Schools We Need and Why We Don't Have Them" and agree with the principle that our society has a foundation of knowledge upon which subsequent learning is built.
- Be familiar with the Core Knowledge Scope and Sequence.
- Understand the curriculum that has been approved by the Board.
- Be in agreement with the educational philosophy, discipline policy, and administrative structure of PRA.
- Prior board experience is helpful but not required. Placing a high value on professionalism and the success of the school is mandatory. Motivation for serving on the Board shall be to facilitate the educational success of students.

All Directors are required to attend a yearly board retreat where the goals of the Board are defined. Directors will engage in professional development and training through the COE, the Colorado League of Charter Schools, and other organizations to assure a professional and highly functioning Board. All new members will be required to take the Board Training seminar given by the Colorado Department of Education or the Colorado League of Charter Schools.

The Board shall at least annually conduct a Board Visit Day. During this time, Directors will visit classrooms, talk with the faculty and staff, and become familiar with current school concerns.

All Directors should remember that being a public relations representative is one of their key roles.

Behavioral Expectations

Directors shall abide by the open meetings law [C.R.S. § 24-6-401). The open meetings law states that anyone discussing board business, policy, actions, resolutions, etc. amongst three or more Directors, except at meetings for which notice has been properly posted at least 24 hours prior to the meeting, is illegal.

A "meeting" is defined as communication in person, by telephone, by electronic mail, or through any other means. Executive sessions and confidentiality laws are also outlined in the statute. Personnel matters, individual students, and negotiations are confidential by law and may be conducted in executive session. Directors will protect the confidentiality of the discussions held in executive session.

Expectations include a professional demeanor at all Board and school functions.
Issues being discussed shall not be personalized or directed toward a fellow Director, PRA personnel, parent, or other person.

A diversity of opinions and solutions are necessary for the effective governance of PRA. Directors shall respect and listen to ideas being presented by other Directors.
When receiving criticism from parents or other parties about school personnel or other Directors, the Director shall direct the speaker to the person in which the situation involves. Directors shall never speak negatively about school personnel, other directors, or Board decisions to the PRA community or to those outside the community.

Conflict shall be resolved by those between whom it exists. Directors will commit to resolving conflict directly with each other and not share the conflict with anyone outside of the conflict except as necessary to follow the approved conflict resolution policy of PRA, including, but not limited to, other parents, school personnelor the media.

Directors shall exemplify integrity, honesty, and respect. It is important that each Director exemplify the vision of the school by being an ethical leader. A dedication and commitment to the vision and mission of PRA shall be the top priority for any Director. Any Director finding himself or herself involved in an irresolvable conflict shall put the vision, mission, and interest of the school first.

Directors are expected to attend all Board meetings unless excused. A Director missing more than two consecutive Board meetings without prior approval for their absence from the President or at least two other Directors shall receive a notice of probation. Missing four meetings without prior approval is considered a resignation by that Director.

Unless a conflict of interest exists, no Director shall abstain from voting. There will be times when difficult or controversial decisions are to be made and it is important that all directors present participate in these votes.

Unethical or illegal conduct shall be grounds for immediate removal, whether or not such conduct occurs while acting in the capacity of a Director. No Director (or his or her family member) shall benefit financially from serving on the Board.

All Board meetings shall be governed according to appropriate parliamentary procedure.

Governance of Prospect Ridge Academy

PRA shall be governed by the Board. The Board shall establish and maintain fundamental school policies to ensure adherence to the vision and mission statements. PRA's Principals shall serve as non-voting, ex-officio members of the board. The Principals shall make day-to-day management decisions and are responsible for all administration duties for the school. The Principals shall report directly to the Board and serve at the pleasure of the Board. As with all charter schools, PRA is an

entity separate from the school district in the area of governance. Each Director shall guard this unique characteristic of PRA and other charters schools.

While at the school, Directors shall be mindful of the different roles they play: parent, volunteer, Director, etc. Directors shall not use their position of authority while acting in their parent or volunteer roles. The PRA Board President shall be the only Director to serve as the liaison to the school administrators.

Directors shall remember that stepping out of their advisory or director capacity and attempting to manage or unduly influence the operations of the school will always cause problems. It is the responsibility of the school administrators to manage these day-to-day operations and supervise staff.

Responsibilities and Duties of the Board of Directors

1. Recognize, be knowledgeable of, and act in accordance with all of the essential documents and applicable laws binding or affecting PRA.
2. Ensure compliance with all district, state, and federal policies and requirements.
3. Uphold the school's mission and vision.
4. Elect officers as required by the bylaws.
5. Hire Principals who share the vision and mission of the school. Perform an annual evaluation of the administrator, setting professional goals for improvement, and providing the administrator with the resources needed to accomplish these goals.
6. Create and adopt a budget and provide financial security to the school by overseeing financial operations of the school.
7. Establish standing and ad hoc committees.
8. Have final approval of staff hiring and approval of terminations as recommended by the administration to assure compliance with district, state, and federal guidelines.
9. Develop a long-term strategic plan to ensure the vision and mission of the school is fulfilled, and generally create a strategic planning process that assures the school is meeting its vision and mission..
10. Give final approval of changes to curriculum, texts, and assessments as recommended by the administration.
11. Regularly attend Board meetings or be subject to removal from his/her position by a vote of the Board in accordance with the bylaws.
12. Engage in professional development and training through the COE, the Colorado League of Charter Schools, and other organizations to assure a professional and highly-functioning board. All new members will be required to take the Board Training seminar given by the Colorado Department of Education or the Colorado League of Charter Schools.
13. Maintain the confidentiality of discussions in executive session, especially as it involves legal matters, and where necessary to preserve the confidentiality of personnel matters, parental and student matters, and school business.

14. Regularly communicate to the members about key governance topics, including but not limited to: the strategic plan, the budget, policies, and meeting minutes.
15. Survey the members at least annually to assess satisfaction and identify areas for improvement.
16. Conduct annual Board self evaluation.

Agreed to and Signed, this _____ day of _____,20_.

_____
Director, Prospect Ridge Academy

_____
Director, Prospect Ridge Academy

_____
Director, Prospect Ridge Academy

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Director, Prospect Ridge Academy

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Director, Prospect Ridge Academy

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Director, Prospect Ridge Academy

_____
Director, Prospect Ridge Academy

_____
Director, Prospect Ridge Academy

Appendix

The following documents may be reviewed in the Prospect Ridge Academy office:

1. Articles of Incorporation
2. Bylaws
3. Previous board meeting minutes with board packet supplements

Attachment 5: Graduation Requirements

Prospect Ridge Academy HS Graduation Requirements

Subject Area	Graduation Requirements
English	4 Credits (see pathway for required course options)
Math	4 Credits (see pathway for required course options)
Science	4 Credits (to include Biology, Chemistry, and Physics)
Social Studies	3 Credits (to include World History & Geography, Government, US History)
World Language	Complete Level 3 with a minimum of 2 years completed during High School
Arts	1.5 Credits
Physical Education	1.5 Credits
Health	0.5 Credits
Electives	2 Credits (up to 6 may be earned)

Prospect Ridge Academy HS Students are required to complete a minimum of 24 credits for graduation.

In addition to the 24 credits, each high school student will be required to complete:

1. A Senior Leadership Capstone Project by working closely with a faculty advisor and a business leader, community leader, or a research mentor in the community.

2. Community Service – Each student is required to log 100 hours of community service as a requirement for graduation.

Visit www.prospectridgeacademy.org for the HS Course Catalog and specific Department Level Course Pathways

Attachment 6: Automatic Waivers of State Laws

22-32-109(1)(f), C.R.S.	Local board duties concerning selection of staff and pay
22-32-109(1)(t), C.R.S.	Determine educational program and prescribe textbooks
22-32-110(1)(h), C.R.S.	Local board powers-Terminate employment of personnel
22-32-110(1)(i), C.R.S.	Local board duties-Reimburse employees for expenses
22-32-110(1)(j), C.R.S.	Local board powers-Procure life, health, or accident insurance
22-32-110(1)(k)(l), C.R.S.	Local board powers-Policies relating the in-service training and official conduct
22-32-110(1)(ee), C.R.S.	Local board powers-Employ teachers' aides and other non-certificated personnel
22-32-126, C.R.S.	Employment and authority of principals
22-33-104(4), C.R.S.	Compulsory school attendance-Attendance policies and excused absences
22-63-301, C.R.S.	Teacher Employment Act- Grounds for dismissal
22-63-302, C.R.S.	Teacher Employment Act-Procedures for dismissal of teachers
22-63-401, C.R.S.	Teacher Employment Act-Teachers subject to adopted salary schedule
22-63-402, C.R.S.	Teacher Employment Act-Certificate required to pay teachers
22-63-403, C.R.S.	Teacher Employment Act-Describes payment of salaries
22-1-112, C.R.S.	School Year-National Holidays

Automatic Waivers from State Statute and Rules
Rationale and Replacement Plans
(Attachment 6 to Contract)

Pursuant to C.R.S. 22-44-305(2), the Colorado Department of Education (COE) and the Colorado Charter School Institute (CSI), working with the Colorado League of Charter Schools (CLCS), developed the following standardized description and rationale for each of the statutes included on the list of automatic waivers.

C.R.S. 22-1-112 School Year - National Holidays. This statute sets a state school year and national holiday schedule. A waiver of this statute authorizes a charter school to develop its own school calendar that fits its unique needs.

C.R.S. 22-32-109(1)(f) Local Board Duties Concerning Selection of Staff and Pay. This statute authorizes each school district to employ and compensate all personnel required to maintain the operations and carry out the educational program of the district. A waiver of this statute allows a charter school to hire its own staff and set compensation structures independent from the district.

C.R.S. 22-32-109(1)(t) Determine Educational Program and Prescribe Textbooks. This statute authorizes each school district to determine its educational programs and prescribe textbooks for such programs. A waiver of this statute enables a charter school to choose its own educational program and textbooks in accordance with its charter application as approved by its authorizer.

C.R.S. 22-32-110(1)(h) Local Board Powers - Terminate Employment of Personnel. This statute authorizes each school district to terminate the employment of personnel. A waiver of this statute permits a charter school to terminate its own personnel.

C.R.S. 22-32-110(1)(i) Local Board Duties -Reimburse Employees for Expenses. This statute authorizes each school district to reimburse employees for work-related expenses. A waiver of this statute permits a charter school to adopt its own policies and procedures for employee expense reimbursement.

C.R.S. 22-32-110(1)(j) Local Board Powers- Procure Life, Health, and Accident Insurance. This statute authorizes each school district to obtain insurance coverage for its employees. A waiver of this statute permits a charter school to negotiate and procure its own group life, health, or accident insurance coverage for its employees.

C.R.S. 22-32-110(1)(k) Local Board Powers-Policies Related to In-service Training and Official Conduct. This statute authorizes each school district to adopt written policies relating to employee efficiency, in-service training, professional growth, official conduct, and welfare of employees. A waiver of this statute permits a charter school to adopt its own policies in these areas.

C.R.S. 22-32-110(1)(ee) Local Board Powers- Employ Teachers' Aides and Other Non certified Personnel. This statute authorizes each school district to employ teachers' aides and other non-licensed personnel. A waiver of this statute permits a charter school to employ its own teachers' aides and other non-licensed personnel.

C.R.S. 22-32-126 Employment and Authority of Principals. This statute authorizes each school district to employ licensed principals. A waiver of this statute permits a charter school to employ its own, possibly non-licensed, principals.

C.R.S. 22-33-104(4) Compulsory School Attendance. This statute requires each school district to adopt a written policy setting forth attendance requirements. A waiver of this statute permits a charter school to adopt its own attendance requirements in accordance with applicable laws and regulations (e.g., C.R.S. 22-33-104; 1 CCR 301-78).

C.R.S. 22--63-301 Teacher Employment, Compensation, and Dismissal Act - Grounds for Dismissal. This statute sets forth the grounds under which a school district may dismiss a teacher. A waiver of this statute permits a charter school to exercise at-will employment and establish its own grounds for teacher dismissal, provided that employment decisions are made in accordance with applicable laws and regulations *(e.g.,* anti-discrimination laws).

C.R.S. 22-63-302 Teacher Employment, Compensation, and Dismissal Act - Procedures for Dismissal of Teachers. This statute sets forth the state procedures for teacher dismissal. A waiver of this statute permits a charter school to exercise at-will employment and determine its own procedures for teacher dismissal, provided that decisions are made in accordance with applicable laws and regulations.

C.R.S. 22--63-401 Teacher Employment, Compensation, and Dismissal Act - Teachers Subject to **Adopted Salary Schedule.** This statute authorizes each school district to adopt a teacher salary schedule. A waiver of this statute permits a charter school to create its own salary schedule that fits its unique needs.

C.R.S. 22-63-402 Teacher Employment, Compensation, and Dismissal Act - Certificate Required to Pay Teachers. This statute authorizes each school district to pay only licensed teachers. A waiver of this statute permits a charter school to pay non-licensed teachers, provided that the school has a waiver from C.R.S. 22-63-201 (relating to the requirement to employ licensed teachers).

C.R.S. 22-63-403 Teacher Employment, Compensation, and Dismissal Act - Payment of Salaries upon Termination. This statute requires that upon the dismissal of a teacher and prior to the end of that teacher's employment contract, each school district must pay the pro rata share of salary installments due and payable under the employment contract for the period during which no services are required to be performed. Consistent with the at-will nature of charter school employment, a waiver of this statute enables a charter school to terminate a teacher's pay upon dismissal, provided that decisions are made in accordance with applicable laws and regulations.

PROSPECT RIDGE ACADEMY

Attachment 7: Additional Requests for Waiver of State Laws and/or Regulations

State Statute Citation	Description
22-9-106	Local Board Duties Concerning Performance Evaluations
22-32-109(1)(b)	Local Board Duties Concerning Competitive Bidding
22-32-109(1)(n)(I)	Local Board Duties Concerning School Calendar
22-32-109(1)(n)(II)(A)	Determine teacher-pupil contact hours
22-32-109(1)(n)(II)(B)	Adopt district calendar
22-63-201	Teacher Employment Act - Compensation & Dismissal Act-Requirement to hold a certificate only
22-63-202	Teacher Employment Act - Contracts in writing, damage provision
22-63-203	Teacher Employment Act-Requirements for probationary teacher, renewal & nonrenewal
22-63-206	Teacher Employment Act-Transfer of teachers
22-2-112(1)(q)(1)	Commissioner-Duties

Non-Automatic Additional Waivers from State Statute and Rules Rationale and Replacement Plans (Attachment 7 to Contract)

Basic Information

School Name: Prospect Ridge Academy (PRA)
School Address: 2555 Preble Creek Parkway, Broomfield, CO 80023

Prepared by: April Wilkin
Phone Number: 720-399-0300
Preparer's Email Address: awilkin@prospectridgeacademy.org

Charter School Contact: April Wilkin
Charter School Contact Email Address: awilkin@prospectridgeacademy.org

District Contact Name: _____
District Contact Email Address:

Non-Automatic Additional Waivers: Statute Description and Rationale

C.R.S. § 22-9-106 Local Board Duties Concerning Performance Evaluations

This section requires that employee performance evaluations be performed by a person holding an administrative certificate (Type D)

Rationale:

The Prospect Ridge Academy (PRA) Principal or designee must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have a Type D certificate, this should not preclude him or her from administering the evaluations under the direction of the Principal or Executive Director. The PRA Board of Directors must also have the ability to perform the evaluations for the Executive Director, Principal or designee

Plan:

Prospect Ridge Academy uses its own evaluation system as agreed to in our initial Charter Application. Prospect Ridge Academy's evaluation system will continue to meet the intent of the law as outlined in statute.

Since excellent teaching is central to the mission of the school, Prospect Ridge Academy will place great importance on the effectiveness of its teachers. The school has developed a teacher evaluation process that includes both formal and informal observations of teaching by the principal and self-critiquing by the teacher. These evaluations will also include a goal setting component that is evaluated and mentored through with administration. First year teachers and any staff member on a growth plan will be reviewed more frequently by administration. In compliance with state law, teacher evaluations will be kept confidential, and all Board discussion related to specific teacher evaluations or concerns will be conducted in executive session.

Duration of the Waivers:

Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.

Financial Impact:

Prospect Ridge Academy anticipates that the requested waiver will have no financial impact upon the Adams 12 School District or the PRA budget.

How the Impact of the Waivers will be Evaluated:

Since teacher performance has a critical impact on the performance of the entire school, the impact of the waiver will be measured by the same performance criteria and assessments that apply to the school as discussed in the BOD Policy Manual.

Expected Outcome:

With this waiver, the school will be able to evaluate its teachers in accordance with our initial application as well as our goals and objectives as a school, which is designed to produce greater accountability and be consistent with the school's mission and vision. This will benefit staff members as well as students and the community.

C.R.S. § 22-32-109(1)(b) Local Board Duties Concerning Competitive Bidding

This section requires that the local board adopt policies and prescribe rules and regulations necessary and proper for the efficient administration of the affairs of the district, including procedures for competitive bidding in the purchase of goods and services, except professional services, for the district.

Rationale:

Prospect Ridge Academy will be responsible for its own purchase of goods and services to align with the schools mission and vision separate from the district.

Plan:

XXVI. Purchasing Policy and Competitive Bid Policy (PRA Financial P&P Manual)

Policy: Guiding the purchase of all goods and services of the charter school will be: (a) price; (b) quality; and (c) dependability. Particular vendors may be chosen for any one or any combination of these factors; however, at all times the selection of a particular good, service, or vendor shall be with the intention of maintaining a top-quality school. The execution of contracts and grants shall be within the scope of the charter school's mission, goals, and annual plans.

Procedure: When a product is to be purchased that costs more than $10,000, the Executive Director, or his or her designee, shall make every reasonable effort to secure quotes and product specifications from at least three providers of the product or a similar product. The head of school shall select from among these offers, and document the reasons for selecting the chosen option, which shall include mention of the aforementioned factors that guide such selection. Professional service contracts or sole source vendors are excluded from the requirement to seek multiple bids; however, nothing shall preclude the Executive DIrector from seeking such multiple bids for these contracts. All contractual agreements shall be in writing, and signed and dated by the head of school or his or her designee.

Duration of the Waivers:

Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.

Financial Impact:

Prospect Ridge Academy assumes the financial responsibility as discussed in the PRA Financial Policies and Procedures Manual.

How the Impact of the Waivers will be Evaluated:

The Finance committee and PRA BOD reviews these policies and procedures to ensure execution of contracts and grants shall be within the scope of the charter school's mission, goals, and annual plans.

Expected Outcome:

This waiver will allow the school to ensure market value of all vendors as well as ensure the vendor aligns with the intention of maintaining a top-quality school.

C.R.S. § 22-32-109(1)(n)(I) Local Board Duties Concerning School Calendar

C.R.S. § 22-32-109(1)(n)(II)(B) Local Board Duties Concerning Adoption of District Calendar

Rationale:

Prospect Ridge Academy's academic school year is approximately 177 days, which exceeds the current requirements in the state of Colorado. PRA will prescribe the actual details on its own school calendar to best meet the needs of the K-12 campus. The Adams 12 Board will not set these policies and PRA will have a calendar that differs from the rest of the schools within the district.

Plan:

The final calendar and the schools daily schedule will be designed by PRA to meet or exceed the expectations of the state and communicated to our greater community after approval by our PRA Board of Directors.

Duration of the Waivers:

Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.

Financial Impact:

Prospect Ridge Academy anticipates that the requested waiver will have no financial impact upon the Adams 12 School District or the PRA budget.

How the Impact of the Waivers will be Evaluated:

The impact of the waiver will be measured by the same performance criteria and assessments that apply to the school as discussed in the BOD Policy Manual.

Expected Outcome:

PRA expects, as a result of this waiver, it will be able to implement the curriculum and ensure that students meet or exceed the educational expectations of the state.

C.R.S. § 22-32-109(1)(n)(II)(A) Local Board Duties Concerning Teacher Pupil Contact Hours

Rationale:

Prospect Ridge Academy's academic school year allows for approximately 1,200 contact hours, which exceeds the current requirements in the state of Colorado. PRA will describe the actual details on its own school calendar/schedule to best meet the needs of the K-12 campus. The Adams 12 Board will not set these policies and PRA will have a daily schedules that differs from the rest of the schools within the district.

Plan:

The final calendar and the schools daily schedule will be designed by PRA to meet or exceed the expectations of the state and communicated to our greater community after approval by our PRA Board of Directors.

Duration of the Waivers:

Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.

Financial Impact:

Prospect Ridge Academy anticipates that the requested waiver will have no financial impact upon the Adams 12 School District or the PRA budget.

How the Impact of the Waivers will be Evaluated:

The impact of the waiver will be measured by the same performance criteria and assessments that apply to the school as discussed in the BOD Policy Manual.

Expected Outcome:

PRA expects, as a result of this waiver, it will be able to implement the curriculum and ensure that students meet or exceed the educational expectations of the state.

C.R.S. § 22-63-201 Teacher Employment Act-Compensation & Dismissal- Reg. to Hold a Certificate

Prohibits board from entering into an employment contract with a person who does not hold a teachers certificate or letter of authorization.

Rationale:

Prospect Ridge Academy will be responsible for its own human resource matters which includes employing its own staff and establishing it own terms and conditions of employment, policies, etc. PRA should be granted the authority to hire teachers and personnel that will support the schools mission and vision as set forth in the initial charter application. In order to accomplish this, the Hiring Committee may seek applicants from out of state, teachers with lapsed certificates, or persons with several years of successful teachings experiences in a setting not requiring a license, as well as persons with business or professional experience. All employees of PRA will meet Federal Highly Qualified requirements.

Plan:

Per PRA's initial charter application:

(1) Prospect Ridge Academy is interested in hiring and retaining teachers who are highly qualified, effective contributors to the overall success and operation of the school, and strongly committed to fully implementing the Prospect Ridge Academy vision, mission, performance, and behavior expectations. To accomplish this objective, Prospect Ridge Academy will hire teachers and other employees under "at-will" employment terms, which will be disclosed in any offers of employment. PRA's personnel policies and procedures will be available for review by all teachers who are hired. Teachers and staff employed by Prospect Ridge Academy will be required to sign a one-year contract. The contract calendar year runs from August through July and is considered a commitment made between the employee and Prospect Ridge Academy. The employee and Executive Director. Intent to return forms will be distributed to teachers prior to second semester and contracts for the following year will be offered after a performance evaluation has been completed.

(2) Prospect Ridge Academy only considers highly-qualified personnel who will have met all of the requirements for No Child Left Behind. Employees are expected to excel to meet Prospect Ridge Academy's strong character and educational values as well as provide students with data driven instruction and strive to help every student reach their individual potential. Employees agree to follow the school's mission and vision, bylaws, as well as state and federal laws.

Duration of the Waivers:

Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.

Financial Impact:

Prospect Ridge Academy assumes the financial responsibility as discussed in the PRA Financial Policies and Procedures Manual.

How the Impact of the Waivers will be Evaluated:

The impact of the waiver will be measured by the same performance criteria and assessments that apply to the school as discussed in the BOD Policy Manual.

Expected Outcome:

As a result of this waiver, PRA **will** continue to select, employ and train its own teachers and staff in accordance with our mission and vision as set forth in our charter contract.

C.R.S. § 22-63-202 Teacher Employment Act- Contracts in Writing, Damage Provision

Rationale:

Prospect Ridge Academy will be responsible for its own human resource matters which includes employing its own staff and establishing its own terms and conditions of employment, policies, etc. PRA should be granted the authority to hire teachers and personnel that will support the schools mission and vision as set forth in the initial charter application.

Plan:

Per PRA's initial charter application:

(1) Prospect Ridge Academy is interested in hiring and retaining teachers who are highly qualified, effective contributors to the overall success and operation of the school, and strongly committed to fully implementing the Prospect Ridge Academy vision, mission, performance, and behavior expectations. To accomplish this objective, Prospect Ridge Academy will hire teachers and other employees under "at-will" employment terms, which will be disclosed in any offers of employment. PRA's personnel policies and procedures will be available for review by all teachers who are hired. Teachers and staff employed by Prospect Ridge Academy will be required to sign a one-year contract. The contract calendar year runs from

August through July and is considered a commitment made between the employee and Prospect Ridge Academy. The employee and Executive Director will sign the employment contract. Intent to return forms will be distributed to teachers in the month of February and contracts for the following year will be offered after a performance evaluation has been completed.

(2) Prospect Ridge Academy only considers highly-qualified (in-field) personnel. Employees are expected to excel to meet Prospect Ridge Academy's strong character and educational values as well as provide students with data driven instruction and strive to help every student reach their individual potential. Employees agree to follow the school's mission and vision, bylaws, as well as state and federal laws.

(3) Each employee is an at-will employee, which means that either Prospect Ridge Academy or the employee may terminate the contract agreement at any time, with or without cause, for any reason or no reason. Notwithstanding the at-will employment relationship, the employee agrees to use his or her best effort to provide Prospect Ridge Academy written notice with at least thirty (30) calendar days prior to resignation, retirement, or other termination of the contractual agreement.

Duration of the Waivers:

Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.

Financial Impact:

Prospect Ridge Academy assumes the financial responsibility as discussed in the PRA Financial Policies and Procedures Manual.

How the Impact of the Waivers will be Evaluated:

The impact of the waiver will be measured by the same performance criteria and assessments that apply to the school as discussed in the BOD Policy Manual.

Expected Outcome:

As a result of this waiver, PRA will continue to select, employ and train its own teachers and staff in accordance with our mission and vision as set forth in our charter contract.

C.R.S. § 22-63-203 Teacher Emp. Act- Reg. for Probationary Teacher, Renewal & Nonrenewal

Rationale:

Prospect Ridge Academy will be responsible for its own human resource matters which includes employing its own staff and establishing its own terms and conditions of employment, policies, etc. PRA should be granted the authority to hire teachers and personnel that will support the schools mission and vision as set forth in the initial charter application.

Plan:

Per PRA's initial charter application:

(1) Prospect Ridge Academy is interested in hiring and retaining teachers who are highly qualified, effective contributors to the overall success and operation of the school, and strongly committed to fully implementing the Prospect Ridge Academy vision, mission, performance, and behavior expectations. To accomplish this objective, Prospect Ridge Academy will hire teachers and other employees under "at-will" employment terms, which will be disclosed in any offers of employment. PRA's personnel policies and procedures will be available for review by all teachers who are hired. Teachers and staff employed by Prospect Ridge Academy will be required to sign a one-year contract. The contract calendar year runs from August through July and is considered a commitment made between the employee and Prospect Ridge

Academy. The employee and Executive Director will sign the employment contract. Intent to return forms will be distributed to teachers in the month of February and contracts for the following year will be offered after a performance evaluation has been completed.

(2) Prospect Ridge Academy only considers highly-qualified (in-field) personnel. Employees are expected to excel to meet Prospect Ridge Academy's strong character and educational values as well as provide students with data driven instruction and strive to help every student reach their individual potential. Employees agree to follow the school's mission and vision, bylaws, as well as state and federal laws.

Duration of the Waivers:

Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.

Financial Impact:

Prospect Ridge Academy assumes the financial responsibility as discussed in the PRA Financial Policies and Procedures Manual.

How the Impact of the Waivers will be Evaluated:

The impact of the waiver will be measured by the same performance criteria and assessments that apply to the school as discussed in the BOD Policy Manual.

Expected Outcome:

As a result of this waiver, PRA will continue to select, employ and train its own teachers and staff in accordance with our mission and vision as set forth in our charter contract.

C.R.S. § 22-63-206 Teacher Employment Act- Transfer of Teachers

Permits transfer of teachers between schools upon recommendation of district's chief administrative officer.

Rationale:

Prospect Ridge Academy will be responsible for its own human resource matters which includes employing its own staff and establishing it own terms and conditions of employment, policies, etc. PRA should be granted the authority to hire teachers and personnel that will support the schools mission and vision as set forth in the initial charter application as well as terminate said employees who can not deliver the educational programming successfully.

Plan:

The school will hire teachers on a best-qualified basis as set forth in our PRA BOD Policies and Charter Bylaws. There is no provision for transfer.

Duration of the Waivers:

Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.

Financial Impact:

Prospect Ridge Academy assumes the financial responsibility as discussed in the PRA Financial Policies and Procedures Manual.

How the Impact of the Waivers will be Evaluated:

The impact of the waiver will be measured by the same performance criteria and assessments that apply to the school as discussed in the BOD Policy Manual.

Expected Outcome:

As a result of this waiver, PRA will continue to select, employ and train its own teachers and staff in accordance with our mission and vision as set forth in our charter contract.

C.R.S. § 22-2-112(1)(q)(I) Commissioner-Duties

This section outlines requirements for the Educator Preparation Program Report. It requires that educator data, along with course enrollment data is collected through the Teacher Student Data Link (TDSL).

Rationale:

Prospect Ridge Academy currently holds a waiver for C.R.S. 22-9-106 and is using its own evaluation system that meets the original intent of SB 10-191. By additionally waiving C.R.S 22-2-112 (I)(q}(I), Prospect Ridge Academy will still be required to report their course enrollment data in the TSDL, but will not be required to report their teacher evaluation ratings since the school currently uses its own evaluation system.

Plan:

Prospect Ridge Academy Charter School uses its own evaluation system as agreed to in the Charter School Agreement with the Adams 12 School District. Prospect Ridge Academy's evaluation system will continue to meet the intent of the law as outlined in statute. Staff has been trained in this evaluation system and the methods used include quality standards that are clear and relevant to the administrators' and teachers' roles and responsibilities, have the goal of improving student academic growth, and meet the intent of the quality standards established in SB 10-191. Prospect Ridge Academy Charter School will not be required to report their teacher evaluation data through the TSDL collection; however teacher performance data will be reviewed by the school and used to inform hiring practices and professional development. Core course level participation will continue to be reported pursuant to 22-11-503.5.

Duration of the Waivers:

Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.

Financial Impact:

Prospect Ridge Academy anticipates that the requested waiver will have no financial impact upon the Adams 12 School District or the PRA budget.

How the Impact of the Waivers will be Evaluated:

Since teacher performance has a critical impact on the performance of the entire school, the impact of the waiver will be measured by the same performance criteria and assessments that apply to the school as discussed in the BOD Policy Manual.

Expected Outcome:

With this waiver, Prospect Ridge Academy will still be required to report their course enrollment data in the TSDL, but will not be required to report their teacher evaluation ratings since the school currently uses its own evaluation system.

Attachment 8: Waivers of District Policies
2024 Contract Renewal Waivers

1. Policy 1500: Challenges to Curriculum, Instruction Materials and Activities
2. Policy 1300: Community Use of District-Owned Facilities
3. Policy 1400: Boosters Organizations/Parent Groups
4. Policy 2100: Selection and Appointment of Administrators
5. Policy 3200: Expenditures
6. Policy 3300: Procurement Policy
7. Policy 3310: Contracting Authority and Purchasing Authority
8. Policy 3320: Bid Requirements
9. Policy 3330: Bid Protest Policy
10. Policy 3600: Student Transportation
11. Policy 3700: Nutrition Service Operations
12. Policy 3730: Authorized Personnel in School Kitchens
13. Policy 3810: Building Access
14. Policy 4120: Athletic Coaches
15. Policy 4160: Guidelines for compensating Certified Staff - Opening New Schools/Renovating of Existing Schools
16. Policy 4180: Employee Cell Phone and other Personnel Electronic Communication Device
17. 5000 Series : (Appeals Process & Dress Code Only)
18. Policy 5060: Student Dress Code
19. Policy 5640: Fundraising
20. Policies 5650, 5670: Student Distribution of Non-School Materials, Distribution of School/District/Non-District Related Materials
21. Policy 6100: Perpetual School Calendar
22. Policy 6110: Released time for Students
23. Policy 6200: Course/Program Development
24. Policy 6230: Instructional Materials
25. Policy 6250: Athletics
26. Policy 6285: Post-Secondary Planning and Enrollment Options
27. Policy 6291: Dual-Enrollment
28. Policy 6310: Reporting Student Progress
29. Policy 6320: Retention
30. Policy 6340: Graduation Requirements
31. 7000 Series: Facilities
32. Policy 8900: Individual Rights & Responsibilities

Prospect Ridge Academy **("PRA")** submits the following requests for waivers from District policies:

1. **Policy 1500: Challenges to Curriculum, Instruction Materials and Activities**
   a. Substitute Policy: Challenges submitted by parents/guardians/patrons/PRA personnel/students to the use of materials, methods, curriculum, instructional activities and/or presentations shall be resolved according to this policy.
      - The Prospect Ridge Academy (PRA) Curriculum Subcommittee's role is to continuously improve the educational program, in line with PRA's overall mission and vision, via research, curriculum development, and review of recommendations for new curriculum or changes in curriculum and/or primary learning materials brought to the committee by teachers. In-depth discussions on the research and recommendations take place in these committee meetings. After approval by the Curriculum Subcommittee, potential curricular changes are communicated to the PRA Board of Directors and community for the opportunity to provide
        - feedback. Recommendations, based on Curriculum Committee discussions and community feedback, are then made to the PRA Board of Directors for consideration and approval.
      - The committee will consist of five to seven members, with a PRA board member acting as chair and the Principal facilitating the meetings. The remaining members will be approved by the PRA Board of Directors and Principal, and of the 5-7 members, at least 2 must be current PRA teachers. Other teachers will be required to attend curriculum committee meetings if they are putting a curriculum proposal forward, as well as the board meeting pertaining to that proposal.
      - PRA's Curriculum Subcommittee is designed to ensure that the academic program established by the steering committee and founding board is consistently implemented throughout the years ahead. It is critical that all curriculum components that are recommended by the committee for approval by the board be in full alignment with the mission and vision of PRA.
      - The parent/guardian/patron/school employee/student with a concern shall meet with the Cuniculum Subcommittee..
      - If the complaint is not resolved during this initial meeting, the administrator shall hold a conference with the complainant. At such conference, the focus of the discussion shall be the specific materials, methods, curriculum, instructional activities, and/or presentations to which the complainant objects, and the reasons for such objection. Administrators shall maintain a written record of this meeting and any ensuing materials.
      - If the complainant is dissatisfied with the results of the conferences(s), the complainant may request a decision be made by the PRA Board of Directors. The Board will be the final authority on such challenges.
   b. Reasoning: This policy would inhibit PRA to operate autonomously as a charter school.
   c. Expected outcome: PRA manages its own challenges to curriculum, instructional materials and activities through the Curriculum SubCommittee. Administration and the Board of Directors.
   d. Duration: Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating

years, through June 30, 2029.

e. School improvement: This will permit PRA to operate autonomously, allowing PRA to implement its unique educational plan and promotes its Mission and Vision.
f. Financial impact: This will allow the PRA Board of Directors to obtain the best value on goods and services.

2. Policy 1300: Community Use of District-Owned Facilities

a. Reasoning: This policy would inhibit PRA to operate autonomously as a charter school.
b. Expected outcome: PRA will be responsible for managing the guidelines for use of PRA property.
c. Duration: Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
d. School improvement: This will permit PRA to operate autonomously, allowing PRA to implement its unique educational plan and promotes its Mission and Vision.
e. Financial impact: PRA will set the fee structure for building usage.

3. Policy 1400: Boosters Organizations/Parent Groups

a. Reasoning: This policy would inhibit PRA to operate autonomously as a charter school.
b. Expected outcome: PRA will be responsible for facilitating the oversight of Boosters Organizations and parent groups. Currently our internal parent volunteer organization is managed by our Community Operations Director in collaboration with our parent volunteer coordinator.
c. Duration: Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
d. School improvement: This will permit PRA to operate autonomously, allowing PRA to implement its unique educational plan and promotes its Mission and Vision.
e. Financial impact: PRA will determine the manner in which Boosters and parent groups are able to fundraise, budget, and make purchases for special events.

4. Policy 2100: Selection and Appointment of Administrators

a. Reasoning: This policy would inhibit PRA to operate autonomously as a charter school.
b. Expected outcome: Prospect Ridge Academy will select and appoint its own administrators who carry out the mission and vision of the school.
c. Duration: Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
d. School improvement: This will permit PRA to operate autonomously, allowing PRA to implement its unique educational plan and promotes its Mission and Vision.
e. Financial impact: This will allow the PRA Board of Directors to obtain the best value on goods and services.

5. Policy 3200: Expenditures

a. Reasoning: This policy would inhibit PRA to operate autonomously as a charter school.
b. Expected outcome: PRA shall have the authority to manage its own expenditures.

c. Duration: Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
d. School improvement: This will permit PRA to operate autonomously, allowing PRA to implement its unique educational plan and promotes its Mission and Vision.
e. Financial impact: This will allow the PRA Board of Directors to obtain the best value on goods and services.

6. Policy 3300: Procurement Policy

a. Reasoning: This policy would inhibit PRA to operate autonomously as a charter school.
b. Expected outcome: The PRA Board will have the authority to make all procurement decisions. PRA may choose to use the purchasing services offered by Adams 12 for some purchases, but because of its unique programming and curriculum it will be necessary for PRA to make purchases outside of the District.

PRA will seek the most competitive pricing, including the use of the District purchasing resources and the Colorado League of Charter School's group purchasing plan (as stated in PRA's Financial Policies and Procedures Manual).

The PRA Board will make its decision similarly to what is outlined in the Superintendent Policy 3300 to obtain the "Best Value", defined as being the lowest cost to acquire materials or services that provide the specified quality, durability, availability, and warranty to PRA \within an appropriate timeline.

c. Duration: Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
d. School improvement: This will permit PRA to operate autonomously, allowing PRA to implement its unique educational plan and promotes its Mission and Vision.
e. Financial impact: This will allow the PRA Board of Directors to obtain the best value on goods and services.

7. Policy 3310: Contracting Authority and Purchasing Authority

Substitute Policy:

Policy: The execution of contracts and grants shall be within the scope of the charter school's mission, goals, and annual plans and comply with the schools contract with its authorizer pursuant to section 9 'Governance and Operations' subsection H 'Operational Powers.'

Procedure: The charter school may enter into contracts for such things as professional services or rentals or to perform a function with the scope of the charter school's mission, goals and annual plans. All contracts the charter school enters into in excess of $5,000 but less than $10,000 must be approved by the Board of Directors unless otherwise exempted by the Board for recurring expenses or services, or otherwise explicitly planned for and approved within the current fiscal budget. All contracts in excess of $10,000 must be individually approved by the Board of Directors. All contractual agreements shall be in writing, signed and dated by a Principal.

a. Reasoning: This policy would inhibit PRA to operate autonomously as a charter school.

b. Expected outcome: PRA shall have authority to enter its own contracts. The PRA Board of Directors will approve all contracts, which will be signed by the Board President. The PRA Board may allow certain staff (i.e. Administrator, Business Manager) to contract for goods and services in an amount not to exceed $10,000.

c. Duration: Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
d. School improvement: This will permit PRA to operate autonomously, allowing PRA to implement its unique educational plan and promotes its Mission and Vision.
e. Financial impact: This will allow the PRA Board of Directors to obtain the best value on goods and services.

8. Policy 3320: Bid Requirements

a. Substitute Policy:

Policy: Guiding the purchase of all goods and services of the charter school will be: (a) price; (b) quality; and (c) dependability. Particular vendors may be chosen for any one or any combination of these factors; however, at all times the selection of a particular good, service, or vendor shall be with the intention of maintaining a top-quality school. The execution of contracts and grants shall be within the scope of the charter school's mission, goals, and annual plans.

Procedure: When a product is to be purchased that costs more than $10,000, the Business Manager, or his or her designee, shall make every reasonable effort to secure quotes and product specifications from at least three providers of the product or a similar product. The head of school shall select from among these offers, and document the reasons for selecting the chosen option, which shall include mention of the aforementioned factors that guide such selection.
Professional service contracts or sole source vendors are excluded from the requirement to seek multiple bids; however, nothing shall preclude a PRA from seeking such multiple bids for these contracts. All contractual agreements shall be in writing, and signed and dated by the head of school or his or her designee.

a. Reasoning: This policy would inhibit PRA to operate autonomously as a charter school.
b. Expected outcome: PRA shall have authority to enter its own contracts and solicit bids and approve them.
c. Duration: Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
d. School improvement: This will permit PRA to operate autonomously, allowing PRA to implement its unique educational plan and promotes its Mission and Vision.
e. Financial impact: This will allow the PRA Board of Directors to obtain the best value on goods and services.

9. Policy 3330: Bid Protest Policy

a. Substitute Policy:

Policy: Guiding the purchase of all goods and services of the charter school will be: (a) price; (b) quality; and (c) dependability. Particular vendors may be chosen for any one or any combination of these factors; however, at all times the selection of a particular good, service, or vendor shall be with the intention of maintaining a top quality school. The execution of contracts and grants shall be within the scope of the charter school's mission, goals, and annual plans.

Procedure: When a product is to be purchased that costs more than $10,000, a Principal, or his or her designee, shall make every reasonable effort to secure quotes and product specifications from at least three providers of the product or a similar product. The head of school shall select from among these offers, and document the reasons for selecting the chosen option, which shall include mention of the aforementioned factors that guide such selection.
Professional service contracts or sole source vendors are excluded from the requirement to seek multiple bids; however, nothing shall preclude a Principal from seeking such multiple bids for these contracts. All contractual agreements shall be in writing, and signed and dated by the head of school or his or her designee.

b. Reasoning: This policy would inhibit PRA to operate autonomously as a charter school.
c. Expected outcome: Any bid protest must be made to the Finance Committee and then to the Board of Directors if not resolved.
d. Duration: Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
e. School improvement: This will permit PRA to operate autonomously, allowing PRA to implement its unique educational plan and promotes its Mission and Vision.
f. Financial impact: None

10. Policy 3600: Student Transportation

a. Reasoning: This policy would inhibit PRA to operate autonomously as a charter school.
b. Expected outcome: Prospect Ridge Academy families/guardians will be responsible for their student's transportation to and from school.
c. Duration: Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
d. School improvement: This will permit PRA to operate autonomously, allowing PRA to implement its unique educational plan and promotes its Mission and Vision.
c. Financial impact: This will allow PRA to use its financial resources in other areas to promote its Vision and Mission.

11. Policy 3700: Nutrition Service Operations

a. Reasoning: This policy would inhibit PRA to operate autonomously as a charter school.
b. Expected outcome: PRA manages its own food service program, under the authority of the SFA, which is

not the Adams 12 school district. PRA follows the healthy meals for all guidelines in accordance with state statute.

c. Duration: Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
d. School improvement: This will permit PRA to operate autonomously, allowing PRA to implement its unique educational plan and promotes its Mission and Vision.
e. Financial impact: PRA will follow the terms, fees and services of the vendor contract, under the guidelines outlined by the SFA, in accordance with the healthy meals for all legislation.

12. Policy 3730: Authorized Personnel in School Kitchens

a. Reasoning: This policy would inhibit PRA to operate autonomously as a charter school.
b. Expected outcome: PRA shall have full autonomy to manage its nutrition services program, including access to kitchen facilities for both daytime and after hours service. FDA guidelines are in place to ensure anyone serving food is following the appropriate health guidelines for food preparation, handling, serving, and cleaning of food prep areas.
c. Duration: Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
d. School improvement: This will permit PRA to operate autonomously, allowing PRA to implement its unique educational plan and promotes its Mission and Vision.
e. Financial impact: PRA will follow the terms, fees and services of the vendor contract, under the guidelines outlined by the SFA, in accordance with the healthy meals for all legislation, including appropriate staffing of authorized personnel.

13. Policy 3810: Building Access

a. Reasoning: This policy would inhibit PRA to operate autonomously as a charter school.
b. Expected outcome: The Administrator or Business Manager will determine which staff members are authorized to be issued keys. A master list inventory of all keys shall be kept which includes the name of the individual to whom the key is checked. The building administrator, or his/her designee, shall be responsible for the issuing of keys and shall require individuals receiving keys to sign a receipt for same. This includes employees, vendors, contractors or any person who is issued a key. The Administrator will also make an annual inventory check of all keys issued. Loss of keys shall be reported to the administrator immediately. The employee may be charged restitution based upon the circumstances and the cost of restoring area or building security.
c. Duration: Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
d. School improvement: This will permit PRA to operate autonomously, allowing PRA to implement its unique educational plan and promotes its Mission and Vision.
e. Financial impact: Minimal

14. Policy 4120: Athletic Coaches

a. Reasoning: This policy would inhibit PRA to operate autonomously as a charter school.
b. Expected outcome: PRA manages the hiring of all staff, including athletic coaches. The PRA Athletic Director makes determinations regarding what qualifications are necessary for coaches to serve as either a head coach or assistant coach.
c. Duration: Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
d. School improvement: This will permit PRA to operate autonomously, allowing PRA to implement its unique educational plan and promotes its Mission and Vision.
e. Financial impact: None

15. Policy 4160: Guidelines for compensating Certified Staff - Opening New Schools/Renovating of Existing Schools

a. Reasoning: This policy would inhibit PRA to operate autonomously as a charter school.
b. Expected outcome: The PRA Board and Administration will ensure that qualified persons are employed to promote the Vision and Mission of the school. PRA shall develop and apply employment procedures to effectively and efficiently operate the school consistent with applicable federal and state laws and regulations. Compensation and employment offers will be established and approved by the PRA Board of Directors. All school employees will be school or the employee to terminate the employment at any time. PRA will determine its workday
schedules, staffing needs and recruitment and hiring procedures. PRA will develop its salary schedules and benefit package, subject to the statutory requirement that employees of a charter school be members of PERA. PRA will adopt policies which comply with all state and federal laws and which specify and ensure legally-required rights, privileges, and protections for its employees.
c. Duration: Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.

d. School improvement: This will pem1it PRA to operate autonomously, allowing PRA to implement its unique educational plan and promotes its Mission and Vision.
e. Financial impact: This will allow the PR.A Board of Directors to obtain the best value on goods and services.

16. Policy 4180: Employee Cell Phone and other Personnel Electronic Communication Device

a. Reasoning: This policy would inhibit PRA to operate autonomously as a charter school.
b. Expected outcome: PRA has policies and procedures in place regarding employee cell phone use and reimbursement.
c. Duration: Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
d. School improvement: This will permit PRA to operate autonomously, allowing PRA to implement its unique educational plan and promotes its Mission and Vision.
e. Financial impact: PRA sets the reimbursement fees for employee cell phones.

17. 5000 Series : (Appeals Process & Dress Code Only)

Student Code of Conduct - Appeals Process

a. Reasoning: This policy would inhibit PRA to operate autonomously as a charter school.
b. Expected outcome: The PRA Board of Directors would have the final say for any appeals related to the 5000 series policies.
c. Duration: Prospect Ridge Academy requests that the waiver be for the duration of its contract v..ith the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
d. School improvement: This will permit PR.A to operate autonomously, allowing PRA to implement its unique educational plan and promotes its Mission and Vision.
e. Financial impact: None

18. Policy 5060: Student Dress Code

a. Reasoning: This policy would inhibit PRA to operate autonomously as a charter school.
b. Expected outcome:
c. Duration: Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
d. School improvement: This will permit PRA to operate autonomously, allowing PRA to implement its unique educational plan and promotes its Mission and Vision.
e. Financial impact: None

K8 Dress Code: Dress for Success

General Notes

All clothing must be neat, clean, and in good repair and without holes and frays.

- Anything with words or images of violence, death or suggestive behavior is not acceptable.
- Undergarments should not be visible.
- Clothing that is too short, too tight, or too revealing is not acceptable.
- Parents and students are expected to use their best judgment regarding jewelry and make-up.
- Students are expected to remain in dress code during lunch. Prepare accordingly by bringing a jacket or coat that meets dress code.

The primary purpose of the Prospect Ridge Academy dress code is to create a professional, safe, and respectful community where students can place their sole focus on learning.

Just as most professional adults follow a dress code or wear a uniform of some kind, PRA students in kindergarten through 8th grade also dress in a way that represents the academic, social, and ethical leaders that they are!

The dress code is in effect from the start of the school day until students have completed all their activities for the day and have left the building. The Prospect Ridge Academy dress code will be strictly enforced. Students out of dress code will be asked to change into dress code clothes that the school provides.

Parents/students accept this Dress Code as a condition of attending PRA and will not argue its points with PRA Administration and staff. PRA Administration will determine whether a student is in compliance with the Dress Code. Parents/students recognize that PRA Administration may send a student home if the student's appearance is not in compliance with the Dress Code or if the student appearance is inappropriate or distracting. Parents/students further understand that continued non- compliance of the Dress Code may result in disciplinary action.

K8 Dress Code

Shirts

- Students may wear any solid color shirt (no patterns) with collar and sleeves. The only allowable logo is a PRA logo, but it is optional.
- Students may wear any solid color sweater, including cardigans, pullovers or sweater vests, over an approved collared shirt.
- All shirts should hang loosely and must cover the bottom of the waistband of the lower garment.

- Dress shirts are to be tucked in (straight-hemmed shirts need not be tucked in).

Pants and Shorts

- Students may wear khaki- style pants or shorts in colors of khaki, navy, gray or black that hang from the waist with no undergarments showing.
- Shorts must fall no higher than three (3) inches above the knee.
- Leggings are permitted only under skirts, dresses, or jumpers.
- Sweat pants, yoga pants, and athletic pants are permitted only during physical education (PE) and on PRA spirit days.

Skirts, Skorts, Dresses, and Jumpers

- Students may wear khaki, navy, gray or black skirts, skorts, or jumpers.
- Students may wear any solid color polo dress with sleeves or a sleeveless dress covered with an approved sweater.
- Dresses and jumpers must fall no higher than three (3) inches above the knee.
- Skirts and skorts must hang from the waist and fall no higher than three (3) inches above the knee.

Hats, Outerwear, and Accessories

- Hats of any kind (including visors), hoods, bandanas, outerwear and sunglasses or any items that conceal a student's identity cannot be worn in school at any time.
- Accessories that pose a safety risk, such as spikes and chains, are not permitted.
- Belts are optional.
- Ties are optional.

- Hair should be neat and clean and must be of natural tones. Extreme hairstyles (such as mohawks) are not acceptable.

Shoes

- Shoes are to fully enclose the feet; no open-toed, sling-backed or barebacked shoes.
- NOT PERMITTED: shoes with built-in wheels.

Spirit Day Dress Code K12

There are two types of spirit days at PRA:
Student Council "theme" days
Student Council will determine a theme. Past themes include:

- crazy hair, Hawaiian, '80's, superhero, etc. On those theme days, students may dress according to the theme; participation is optional.
- If they choose not to participate, they must be wearing Dress Code-compliant clothing.
- Some of these special spirit days are $1 for students to participate. Money raised goes toward groups' activities, charities, and our sponsorship of a student in Africa.

PRA Spirit Days
School spirit is celebrated on PRA spirit days.

- Attire is PRA spirit wear.
- If students do not own any spirit wear, they may wear solid yellow and black colors.
- Articles of clothing with logos, emblems, words, etc., that are not related to PRA are not considered acceptable spirit wear. For instance, Batman is yellow and black but is not considered PRA spirit wear.
- Because PRA is a college preparatory school, college spirit wear is acceptable on spirit days. It must be evident college spirit wear.
- Jeans (K8) and athletic wear (athletic shorts/pants, yoga pants) (K12) are permitted on Spirit Days only.

High School Dress Code

The primary purpose of the Prospect Ridge Academy dress code is to create a professional, safe, and respectful community where students can place their sole focus on learning.

The dress code is in effect from the start of the school day until students have completed all their activities for the day and have left the building. The Prospect Ridge Academy dress code will be strictly enforced. Students out of dress code will be asked to change into dress code clothes that the school provides.

Parents/students accept this Dress Code as a condition of attending PRA and will not argue its points with PRA Administration and staff. PRA Administration will determine whether a student is in compliance with the Dress Code. Parents/students recognize that PRA Administration may send a student home if the student's appearance is not in compliance with the Dress Code or if the student appearance is inappropriate or distracting. Parents/students further understand that continued non- compliance of the Dress Code may result in disciplinary action.

General Notes

- All clothing must be neat, clean, and in good repair and without holes and frays.
- Anything with words or images of violence, death or suggestive behavior is not acceptable.
- Undergarments should not be visible.
- Clothing that is too short, too tight, or too revealing is not acceptable.
- Parents and students are expected to use their best judgment regarding jewelry and make-up.
- Students are expected to remain in dress code during lunch. Prepare accordingly by bringing a jacket or coat that meets dress code.

High School Dress Code
All

- Any clothing or other items that promotes violence, gangs, drug use, tobacco or alcohol products, or displays obscene messages/images will not be permitted.
- Fabric for all clothing must be opaque (not see-through). Distressed clothing will not be permitted.
- Clothing must not have graphics, including text.
- Athletic shorts, track or sweat pants, and tank tops will not be permitted except during PE classes.
- Closed-toe footwear must be worn at all times.
- Hoods, sunglasses, bandanas or any items that conceal a student's identity CANNOT be worn in school at any time. Coats CANNOT be carried or draped over arms.

Tops

- Students shall wear shirts that allow for participation in campus events. This includes collared shirts, blouses, business casual tops, solid-color T-shirts, and PRA spirit wear/college wear.
- The student's chest and torso must be covered.

Bottoms

- Students shall wear bottoms including pants, skirts and shorts that are in good condition, free of rips and tears, and cover undergarments.
- The hem of shorts and skirts must fall below the fingertips when the arms are resting at the student's side - this includes uneven edged garments.
- Leggings and tights may only be worn underneath skirts or dresses that meet the above guidelines

Dresses

- Students may wear dresses that follow the above parameters in terms of length and coverage.

Outerwear - Sweaters/Sweatshirts

- PRA spirit wear or college wear sweaters and sweatshirts shall be permitted.

Outerwear - Jackets

- Jackets must be left in lockers with the exception of PRA letterman jackets, denim jackets, and PRA spirit-color or college wear hoodies.

Spirit Day Dress Code K12

There are two types of spirit days at PRA:
Student Council "theme" days
Student Council will determine a theme. Past themes include:

- crazy hair, Hawaiian, '80's, superhero, etc. On those theme days, students may dress according to the

theme; participation is optional.
- If they choose not to participate, they must be wearing Dress Code-compliant clothing.
- Some of these special spirit days are $1 for students to participate. Money raised goes toward groups' activities, charities, and our sponsorship of a student in Africa.

PRA Spirit Days
School spirit is celebrated on PRA spirit days.

- Attire is PRA spirit wear.
- If students do not own any spirit wear, they may wear solid yellow and black colors.
- Articles of clothing with logos, emblems, words, etc., that are not related to PRA are not considered acceptable spirit wear. For instance, Batman is yellow and black but is not considered PRA spirit wear.
- Because PRA is a college preparatory school, college spirit wear is acceptable on spirit days. It must be evident college spirit wear.
- Athletic wear (athletic shorts/pants, yoga pants) are permitted on Spirit Days only.

19. Policy 5640: Fundraising

a. Substituted Policy: Fundraising projects approved by the PRA Board/Administrator are authorized subject to compliance with this policy. Bingos, raffles, and gambling activities shall not be permitted unless the sponsor of the fundraiser has procured the appropriate license from the State of Colorado or except as permitted by law.
   Fundraising projects shall not interfere with instructional programs, compromise the health and/or safety of students, or fundraising efforts of the school and/or parent groups shall not unreasonably burden students, staff, parents and/or community members.
   The Administration shall approve parameters for authorized fundraising activities conducted by all groups which are not Independent Parent Groups as defined by Superintendent Policy 1400. Such parameters shall be included in a plan for fundraising activities, which is available to all interested parties. Prior to initiation, the group shall consult with the Administration to ensure that fundraising activities are consistent with established parameters.
   All purchases with such funds shall comply with the PRA procurement policies. All such purchases become the property of PRA.
b. Reasoning: This policy would inhibit PRA to operate autonomously as a charter school.
c. Expected outcome:
d. Duration: Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.

e. School improvement: This will permit PRA to operate autonomously, allowing PRA to implement its unique educational plan and promotes its -Mission and Vision.
f. Financial impact: None

20. Policies 5650, 5670: Student Distribution of Non-School Materials on School Premises, Distribution of School/District/Non-District Related Materials

a. Reasoning: This policy would inhibit PRA to operate autonomously as a charter school.
b. Expected outcome: PRA will implement its own materials distribution policies based on Policies 5650 and 5670. The PRA Board will have the final say on all appeals in regards to these policies.
c. Duration: Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
d. School improvement: This will permit PRA to operate autonomously, allowing PRA to implement its unique educational plan and promotes its Mission and Vision.
e. Financial impact: None

21. Policy 6100: Perpetual School Calendar

a. Reasoning: This policy would inhibit PRA to operate autonomously as a charter school.
b. Expected outcome: The PRA Board of Directors and Administration creates and approves the PRA school calendar, which includes guidelines for staff in-service days and student contact hours.
c. Duration: Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
d. School improvement: This will permit PRA to operate autonomously, allowing PRA to implement its unique educational plan and promotes its Mission and Vision.
e. Financial impact: Minimal. This will allow PRA to use its financial resources in a way that aligns with the vision and mission.

22. Policy 6110: Released time for Students

a. Reasoning: This policy would inhibit PRA to operate autonomously as a chai1er school.
b. Expected outcome: The PRA Board of Directors sets and approves its own school calendar, which includes released time guidelines for students.

c. Duration: Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
d. School improvement: This will permit PRA to operate autonomously, allowing PRA to implement its unique educational plan and promotes its Mission and Vision.
e. Financial impact: None

23. Policy 6200: Course/Program Development

a. Reasoning: PRA will be responsible for its own course/program development consistent with its Vision and Mission. Continuous development, evaluation, and adaptation of course programs are necessary if PRA is to meet the educational needs of students. All course programs will meet or exceed the state content standards in each subject and be consistent with state law.
b. Expected outcome: PRA expects to continue to meet or exceed the District's performance standards. PRA will continue to develop courses and programs to achieve its vision and mission.
c. Duration: Prospect Ridge Academy requests that the waiver be for the duration of its contract with the

Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.

d. School improvement: This will permit PRA to operate autonomously, allowing PRA to implement its unique educational plan and promotes its Mission and Vision.
e. Financial impact: Minimal. PRA will continually assess the cost-benefit analysis of all of its programming.

24. Policy 6230: Instructional Materials

Substitute Policy: The Prospect Ridge Academy (PRA) Curriculum Committee's role is to continuously improve the educational program, in line with PRA's overall mission and vision, via research, curriculum development, and review of recommendations for new curriculum or changes in curriculum and/or primary learning materials brought to the committee by teachers. In-depth discussions on the research and recommendations take place in these committee meetings. After approval by the Curriculum Committee, potential curricular changes are communicated to the PRA Board of Directors and community for the opportunity to provide feedback. Recommendations, based on Curriculum Committee discussions and community feedback, are then made to the PRA Board of Directors for consideration and approval.

The committee will consist of five to seven members, with a PRA board member acting as chair and the Principal facilitating the meetings. The remaining members will be approved by the PRA Board of Directors and Principal, and of the 5-7 members, at least 2 must be current PRA teachers.

Other teachers will be required to attend curriculum committee meetings if they are putting a curriculum proposal forward, as well as the board meeting pertaining to that proposal.

PRA's Curriculum Committee is designed to ensure that the academic program established by the steering committee and founding board is consistently implemented throughout the years ahead. It is critical that all curriculum components that are recommended by the committee for approval by the board be in full alignment with the mission and vision of PRA.

a. Reasoning: This policy would inhibit PRA to operate autonomously as a chai1er school.
b. Expected outcome: PRA has a Curriculum Subcommittee that is responsible for identifying instructional materials. The SubCommittee makes recommendations to the Board of Directors for text and course adoption.
c. Duration: Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
d. School improvement: This will permit PRA to operate autonomously, allowing PRA to implement its unique educational plan and promotes its Mission and Vision.
e. Financial impact: Minimal. PRA will continually assess the cost-benefit analysis of all of its instructional materials.

25. Policy 6250: Athletics

Substituted policy: It is part of the Mission of PRA to include providing social and physical development through athletics.

The PRA Board has established procedures to implement the athletic program. The PRA Administrator or designees will be responsible for the administration of the athletic programs.

Membership of PRA in athletic associations or leagues shall be subject to the approval of the PRA Board of

Directors. The PRA Board shall review the constitution and bylaws of such organizations and their rules and regulations for member teams before granting approval.
Participants in the PRA athletic programs may be subject to assessment and collection of fees for participation in such activities. Revenues generated from such fees shall be used to support athletic programs in the school.
If PRA does not offer a particular sport, students may take part in that activity at another District school as outlined below.
Students who reside within the District and who are enrolled at PRA shall participate in the school which would serve as the student's school of attendance pursuant to Superintendent Policy 5117.1 unless the school does not offer the activity or the District Athletic Director determines that the program or activity at such school is at capacity. In such case, the student shall be assigned to the District school, not at capacity, which is nearest to the student's residence and which offers the activity. If the PRA student resides outside the District, the student shall participate in the activity at the District school closest to the student's residence unless the school does not offer the activity or the
District Athletic Director determines that the program or activity at such school is at capacity. In such case, the student shall be assigned to the District school, not at capacity, which is nearest to the student's residence and which offers the activity.

a. Reasoning: This policy would inhibit PRA to operate autonomously as a charter school.
b. Expected outcome: PRA manages its own athletic program.
c. Duration: Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
d. School improvement: This will permit PRA to operate autonomously, allowing PRA to implement its unique educational plan and promotes its Mission and Vision.
e. Financial impact: Minimal. This will allow PRA to use its financial resources in a way that aligns with the vision and mission.

26. Policy 6285: Post-Secondary Planning and Enrollment Options

a. Reasoning: This policy would inhibit PRA to operate autonomously as a charter school.
b. Expected outcome: The PRA Counseling Department will develop a post secondary planning and enrollment options policy. Per our charter, PRA graduation requirements are based on CCHE requirements. Additional options for post-secondary study while in high school will be communicated through the high school counseling department and will be modified as needed.
c. Duration: Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
d. School improvement: This will permit PRA to operate autonomously, allowing PRA to implement its unique educational plan and promotes its Mission and Vision.
e. Financial impact: This will allow the PRA to use its financial resources in other areas to promote its Vision and Mission.

27. Policy 6291: Dual-Enrollment

a. Reasoning: This policy would inhibit PRA to operate autonomously as a charter school.
b. Expected outcome: Prospect Ridge Academy does not allow dual enrollment.
c. Duration: Prospect Ridge Academy requests that the waiver be for the duration of its contract with

the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.

d. School improvement: This will permit PRA to operate autonomously, allowing PRA to implement its unique educational plan and promotes its Mission and Vision.
e. Financial impact: This will allow the PRA to use its financial resources in other areas to promote its Vision and Mission.

28. Policy 6310: Reporting Student Progress

a. Reasoning: This policy would inhibit PRA to operate autonomously as a charter school. PRA will be responsible for its own grading system based on the application and its own reporting process.
b. Expected outcome: PRA will develop a grading system consistent with its application and provide appropriate and timely feedback to its students and parents. With this feedback, PRA expects parental involvement to be high.
c. Duration: Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
d. School improvement: This will permit PRA to operate autonomously, allowing PRA to implement its unique educational plan and promotes its Mission and Vision.
e. Financial impact: Minimal

29. Policy 6320: Retention

Substitute Policy: **Prospect Ridge Academy Retention Policy**

Grades K-5

Retentions at Prospect Ridge Academy shall be based on the professional judgment of a review committee whose composition will be the child's classroom teacher(s), the school principal and/or assistant principal, and any other personnel the school principal deems appropriate. The parents shall be requested to participate in the review process.

The review committee shall consider the following criteria:

Academic Achievement - the following are examples of areas that may be considered: the child has a grade point average of D or lower; is functioning below grade level in most academic areas; falls below the 33rd percentile on a District-approved standardized achievement test; has not passed 80% of the grade level objectives.

Age - The child is younger than the majority of his/her classmates.

Attendance - The child has a history of non-attendance and/or extreme tardiness.

Attitude Toward Retention - The child's and parents' attitudes toward retention have been considered.

Behavior - The child's behavior is considered as symptomatic of an inability to function at grade level.

Emotional Stability - The child exhibits no serious emotional condition. **Intelligence** - The child is functioning within the normal range of intelligence. **Maturity** - The child is generally immature in his/her social relationships.

Physical Development - The child's physical development suggests immaturity when compared to his/her peer group.

English Language Proficiency - English language learners shall not be retained based solely on their limited English proficiency.

It is recognized that few children meet all of the above criteria; however, the greater the number of criteria present, the more advisable the retention educational plan. Documentation will be placed in a cumulative file.

If parents disagree with the decision an appeal conference will be scheduled upon the written request of the parents. This appeal conference will be held in front of the PRA board

a. Reasoning: This policy would inhibit PRA to operate autonomously as a charter school.
b. Expected outcome: The PRA Board of Directors has approved a PRA Retention policy based on the Adams 12 6320 policy. The only modification was for the appeals process to go directly to the PR.A Board of Directors.
c. Duration: Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
d. School improvement: This will permit PRA to operate autonomously, allo-wing PRA to implement its unique educational plan and promotes its Mission and Vision.
e. Financial impact: This will allow the PRA Board of Directors to obtain the best value on goods and services.

Procedures for Retention

If retention is requested by school

By end of first marking period, the parent/guardian and principal are to be notified of the child's deficiencies and or concerns. Teacher will document this information.

By second parent/teacher conferences (early February) parent/guardian and principal will be notified of continued deficiencies. School Reviewer team will begin data gathering.
With assigned point person now documenting concerns.

By April, Review Team will conference with parents to discuss retention data and make an education recommendation for the student's progress at PRA. A plan will be documented, signatures will be obtained and

parents will note whether or not they agree or disagree to educational plan. Documentation will be placed in cumulative file.

If parents disagree with decision an appeal conference will be scheduled upon the written request of the parents. This appeal conference will be held in front of the PRA board.

If retention is requested by parent for student already attending PRA

Parent will provide classroom teacher a written request of retention stating reasons why retention is requested.

School Review team will begin data gathering. With assigned point person documenting concerns.

Review Team will conference with parents to discuss retention data and make an education recommendation for the student's progress at PRA. A plan will be documented, signatures will be obtained and parents will note whether or not they agree or disagree to educational plan. Documentation will be placed in cumulative file.

If parents disagree with decision an appeal conference will be scheduled upon the written request of the parents. This appeal conference will be held in front of the PRA board.

If retention is requested by parent for student NOT attending PRA

Parent will provide Prospect Ridge Academy written request of retention stating reasons why retention is requested. including documentation from prior school, by January 31st of the lottery year.

Review Team will conference with parents to discuss retention data and make an education recommendation for enrollment in PRA. A plan will be documented, signatures will be obtained and parents will note whether or not they agree or disagree

30. Policy 6340: Graduation Requirements

a. Reasoning: As a charter school, PRA. has developed and will continue to develop and adopt its curriculum. As part of its programming, PR.A has developed graduation requirements that are different form the District. For instance, high school graduates will be required to complete a minimum of 24 credits, complete an approved science project, and will be required to participate in community service projects.
b. Expected outcome: PRA will prepare its students to become academic, social, and ethical leaders as part of its Vision. PRA will have high expectations and graduation requirements for its students with the goal of having each of its students accepted by the four-year college of their choice.
c. Duration: Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years. through June 30, 2029.
d. School improvement: This will permit PRA to operate autonomously, allowing PRA to implement its unique educational plan and promotes its Mission and Vision.

e. Financial impact: There will be no additional financial impact due to this waiver

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Prospect Ridge Academy HS Graduation Requirements

Subject Area	Graduation Requirements
English	4 Credits (see pathway for required course options)
Math	4 Credits (see pathway for required course options)
Science	4 Credits (to include Biology, Chemistry, and Physics)
Social Studies	3 Credits (to include World History & Geography, Government, US History)
World Language	Complete Level 3 with a minimum of 2 years completed during High School
Arts	1.5 Credits
Physical Education	1.5 Credits
Health	0.5 Credits
Electives	2 Credits (up to 6 may be earned)

Prospect Ridge Academy HS Students are required to complete a minimum of 24 credits for graduation.

In addition to the 24 credits, each high school student will be required to complete:

1. A Senior Leadership Capstone Project by working closely with a faculty advisor and a business leader, community leader, or a research mentor in the community.

2. Community Service – Each student is required to log 100 hours of community service as a requirement for graduation.

Visit www.prospectridgeacademy.org for the HS Course Catalog and specific Department Level Course Pathways

31.7000 Series: Facilities

a. Reasoning: This policy would inhibit PRA to operate autonomously as a charter school.
b. Expected outcome: PRA will be responsible for the planning, design, construction, supervision, and naming of its own facilities.
c. Duration: Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
d. School improvement: This will permit PRA to operate autonomously, allowing PRA to implement its unique educational plan and promotes its Mission and Vision.
e. Financial impact: PRA has budgeted for its facilities.

32. Policy 8900: Individual Rights & Responsibilities

a. Reasoning: This policy would inhibit PRA to operate autonomously as a charter school.
b. Expected outcome: PRA will be responsible for publishing policies for students, parents and guardians in the PRA Parent/Student Handbook. Instead of the district staff, the board, and PRA staff will be responsible for ensuring that the Rights & Responsibilities are upheld at Prospect Ridge Academy.
c. Duration: Prospect Ridge Academy requests that the waiver be for the duration of its contract with the Adams 12 Five Star School District. Therefore, the waiver is requested for five academic operating years, through June 30, 2029.
d. School improvement: This will permit PRA to operate autonomously, allowing PRA to implement its unique educational plan and promotes its Mission and Vision.
e. Financial impact: Minimal.

Attachment 9: Enrollment Preferences, Selection Method, and Enrollment Timeline and Procedures.

ENROLLMENT PROCESS

Acceptance into Prospect Ridge Academy is based on a random lottery, as the number of applicants typically exceeds the number of spaces available. Once admitted to PRA, students automatically continue through the K-12 program, including the transition points between the elementary and middle school levels as well as the middle and high school levels.

Lottery applications are accepted each year between December 1 and January 31 for the following school year. You may submit your child's lottery information ANYTIME between December 1 and January 31. After January 31, student information may be taken on a first-come, first-served basis and placed on a post-lottery waitlist.

Prospective families will have limited time to make a decision (72 hours to accept, or 24 hours for offers after July 15th) once they receive an enrollment offer, so we highly encourage prospective families to attend an Open Enrollment Session if they have questions and/or want to see the school. For more information about these sessions, check out our Visit PRA page.

LOTTERY POLICY (updated 3/2018)

Only children entered in the Prospect Ridge Academy enrollment lottery will be considered for placement. The lottery entry window for the following school year is December 1st through January 31st each year.

Returning Prospect Ridge Academy students are automatically enrolled at PRA for the following year and are not required to participate in the lottery process.

If there are more eligible students than openings in any class, a random selection (computerized lottery) will be used to select students for any available openings not to exceed the maximum class size. This lottery will take place on February 7th of each year, or the first business day thereafter.

Students will be given the priority for enrollment in the order below. Priority will be awarded within each category for students applying during at least two consecutive prior open enrollment periods and having been placed on the waitlist without receiving an offer of admission.

1. Returning Prospect Ridge Academy students
2. Children of Founding Families
3. Children of 0.5 FTE or greater certified staff, 0.8 FTE or greater classified staff, and board members with the following preference order: administrators, other certified staff, classified staff, and board members
4. Siblings of currently enrolled PRA students or PRA high school graduates
    - A sibling is a brother, sister, stepbrother or stepsister of a current Prospect Ridge Academy student, or a foster child of parents of a current Prospect Ridge Academy student living in the same household.
    - Multiples are defined as twins, triplets, etc.

- Prospect Ridge Academy does not guarantee that siblings will be admitted together.

5. Students who reside in Adams 12 Five Star School District
6. Students who reside in a Colorado district other than Adams 12
7. Students not yet residing in Colorado

Adams 12 Five Star Schools

Charter Fees and Services Selection Form

SCHOOL:	Prospect Ridge Academy	DATE:	6/16/25

Required Purchased Services

Service Description	Current Charge FY 24-25*	Estimated Charge FY 25-26*	Notes for 2025-2026 Amount*
Indirect Costs - C.R.S. 22-30.5-112(2)(a.5)			
Central Administrative Overhead	$103.20	$113.09	Per pupil
Direct Costs - C.R.S. 22-30.5-111.5 (1)(g) and C.R.S. 22-30.5-112(2)(b.5) (I)			
Charter Director and Liaison Services	$17,500.00	$17,500.00	Base cost per school
	$59.07/pupil	$49.65/pupil	Per pupil
Instructional Support Services	$54.66/pupil	$55.62/pupil	Per pupil
Operational Support Services	$130.94/pupil	$133.36/pupil	Per pupil
Licensing: Student Information System	$8.00/pupil	$8.00/pupil	Per Pupil
Frontline Enrich	$1,777.00	$1,466.00	Per School
Authorizing Software Platform	$737.50/school	$600.00/school	Fee is annual per school and includes online Reportwell access. Adams 12 Office of Charter Partnerships covers half of the invoice. The remaining balance is split evenly between the charter schools.
Raptor Technologies: a. Emergency Management b. Student Safe c. Visitor Management	N/A	a. Emergency Management:$1,814.80/ school b. Student Safe: $1,386.00/school c. Visitor Management:$635.25/school	Charges are per school. There is a July 1st annual renewal of Emergency Management, Visitor Management and Student Safe. *Schools who have opted to use Raptor for Volunteer Management have their own account through Raptor and will be billed for this usage separately.

* Please note these are estimates based on currently available information. There may be increases or decreases in the amount. Full description of services included in each fee listed in the Charter Fees and Services Companion document.

Adams 12 Five Star Schools

Optional Annual Purchased Services

Please indicate if you would like to purchase (Yes) or decline (No) the following services for the upcoming school year:

Service Description	Current Charge FY 24-25*	Estimated Charge FY 25-26*	Notes for 2025-2026 Amounts*	Yes	No
Panorama Surveys: Family and Staff and/or Student	a. $1.33/family b. $1.33/pupil c. $1.33/staff	a. $1.10/family b. $1.10/pupil c. $1.10/staff	This survey is available to charters annually at the time the District administers the same survey. Costs noted are estimated pending the District's annual agreement with the vendor.		x
PublicSchoolWorks	$6.00/per FTE staff	$6.00/per FTE Staff	The district has transitioned from Schoology to PublicSchoolWorks. PublicSchoolWorks is now the District's primary learning management platform for staff development and curriculum resource warehousing, including the ML curriculum materials and other core curriculum materials. PublicSchoolWorks access is limited to certified staff, including teachers and administrators. It is not currently available for charter school students. Note: Role-specific content in PublicSchoolWorks is typically provided at no cost to relevant charter staff members.		x
School Messenger	$1.30/student	$1.25/student	School Messenger is used for mass notification needs. It uses a web-based interface and utilizes multiple delivery options, including voice, text, e-mail, social media, desktop pop up, and website posting. It also allows instant translation of messages in multiple languages and integrates with Infinite Campus.	x	
Payforit Annual Contract	.30-.50% of Annual Transactions	.30-.50% of Annual Transactions	The PayForIt software is utilized by the District via a third-party vendor to manage online student fee payments as assigned in Infinite Campus.	x	

NWEA Map Testing	$9.50/student	$9.74/student	Purchasing this includes the provision of District correspondence regarding testing windows and around any changes or administrative or technical management to the MAP system, access to relevant training, and facilitation of the upload of student data, including teacher- and class-specific groups.		x
TS Gold Kindergarten Readiness Testing	$10.95/student	$11.95/student	Purchasing includes training and support with test administration, facilitation of the upload of data, management of the testing license, and submission of the data file to the state on behalf of the charter school.		x
Amplify/Dibels	$12.95/student	$12.50/student	Purchasing includes support with test administration, facilitation of the upload of data, management of the testing license, and submission of the data file to the state on behalf of the charter school. The charter school will use the same testing windows as all district-managed schools.		x
Records Storage and Management	Server Storage: $1.99 for 100 GB	Server Storage: $1.99 for 100 GB	Electronic archiving of school records beyond required student records. Server storage is charged monthly.		x
	Laserfiche license(s): fee is calculated on the # of licenses purchased.	Laserfiche License(s): $178/full license $5.34/per participant license Add ons: Laserfiche Forms $17.80	Electronic archiving of school records beyond required student records. Laserfiche license(s) are charged annually.		x

Aspire Special Education Alternative Licensure Reimbursement (DU and Adams 12 Partnership)	N/A	$6,750/staff member	Adams 12 is offering tuition and program reimbursement of up to $6,750 for cohort members. Charters can participate in this program. The charter employee will pay the fee upfront to ASPIRE and then, upon completion of the program, completion of PRAXIS exams, and given that they are in good standing in their current role, they will be reimbursed in one lump sum at the end. The charter school will pay the listed fee for the reimbursement.		x

* Please note these are estimates based on currently available information. There may be increases or decreases in the amount. Full description of services included in each fee listed in the Charter Fees and Services Companion document.

Optional As Needed Purchased Services

The following services may be purchased throughout the school year on an as needed basis by contacting the Director of Charter Partnerships and may be subject to availability.

Service Description	Current Charge FY 24-25*	Estimated Charge FY 25-26*	Notes for 2025-2026 Amounts*
Induction			
Teacher Induction	$400-1,300/inductee	$400-1,300/inductee	Per inductee. Fee depends on whether the inductee is participating in year one or year two of the program and whether the District assigns a mentor, and, if relevant, the assignment and stipend of a mentor.
Principal Induction	$700.00/inductee	$700.00/inductee	Per inductee. The one-year principal induction program cost includes the assignment of a mentor, stipend to assigned mentor, ongoing professional development, district program coordination, and clerical program support.
Special Service Provider (SSP) Induction	$400.00/inductee	$400.00/inductee	Cost is per inductee, per year. This two year induction is for service providers who need the SSP Professional license through CDE (eg: Nurses, Psychologists, School Counselors, School Social Workers, Speech Language Pathologists, Occupational Therapists, and Physical Therapists). The listed fee covers a district provided mentor. *Please note: If a service provider is a contracted employee, please contact the staffing agency to inquire if they offer an induction pathway before pursuing this

			option.
Warehouse Purchased Items	Costs vary by item		At cost. Charter will be billed monthly.
Master Teacher Account for Para Academy courses	$44/staff member	$51.70/staff member	The fee covers a Master Teacher account for each paraprofessional enrolled.
Special Education Programming	hourly rate	hourly rate	Cost is based on staff member hourly salary.
Career and Technical Education Programming	$1,047 per one-hour, year-long class. $2,094 per two-hour, year-long class	$1,047 per one-hour, year-long class. $2,094 per two-hour, year-long class	Cost per semester class
Printing Services	Discounted "Youth Non-Profit Organization" rate	Discounted "Youth Non-Profit Organization" rate	Cost Per order
Transportation: a. Bus Driver b. Bus Paraprofessional c. Bus d. Small Vehicle Employee Drug Screen e. Small Vehicle Driver Training f. Small Vehicle Rental	a. $48.73/hr b. $32.65/hr c. $2.03/mile d. $38.00/employee e. $250/employee f. $.0.70/mile (current IRS rate)	a. $48.73/hr b. $32.65/hr c. $2.03/mile d. $38.00/employee e. $250/employee f. $.0.70/mile (current IRS rate)	
Facility Reservations: a. Education Support Center (ESC) Conference Rooms b. School Facilities c. Veterans Memorial Aquatic Center (VMAC) Pool	a-b: No Cost for reservation, there may be an hourly charge for custodial services, if needed. c. All Competitive Events require a $250.00 deposit at the time the Application is submitted.	a-b: No Cost, there may be an hourly charge for custodial services, if needed. c. All Competitive Events require a $250.00 deposit at the time the Application is submitted	a-b: For ESC and School Facilities reservations, please contact Jacob Johnston. c: For VMAC Pool reservations, please contact the Athletic facilities lead operator, Tammy Flores, tammy.j.florez@adams12.org. A reservation form will be provided to submit with the $250.00 deposit. Proof of Liability Insurance with Adams 12 Five Star Schools listed as additionally insured must be submitted with this form. A $25.00 non-refundable Application Fee will be applied when the reservation is confirmed. Adams 12 Charter Schools would receive a 35% discount on the actual pool/lane rental, but discounts will not be given for staffing fees or equipment.

* Please note these are estimates based on currently available information. There may be increases or decreases in the amount. Full description of services included in each fee listed in the Charter Fees and Services Companion document. .